

# Exhibit B

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>		Solicitation No. SAQMMA-12-R-0098SB-WOB-SDV-HZ-8A		Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		Date Issued January 27, 2014		Page of Pages 1 of 172	
IMPORTANT – The “offer” section on the reverse must be fully completed by offeror.									
4. Contract No. SAQMMA14D0053			5. Requisition/Purchase Request No.				6. Project No.		
7. Issued By U.S. Department of State A/LM/AQM/FDCD Washington, DC, 20522-0611			Code 17A		8. Address Offer to U.S. Department of State A/LM/AQM/FDCD, SA-6A 1735 North Lynn Street, Suite 400 Arlington, VA 22219				
9. For Information Call:		A. Name Michael Howard				B. Telephone No. <i>(Include area code) (No Collect Calls)</i> (703) 875-6624 HowardMF@state.gov			
<b>SOLICITATION</b>									
<b>NOTE: In sealed bid solicitation “offer” and “offeror” mean “bid” and “bidder”</b>									

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS: **(Title, Identifying No., Date)**

1. Indefinite Delivery Indefinite Quantity Contract for Design/Build Construction and Construction Projects at various Department of State posts and other facilities worldwide. Refer to Section C, Description/Specification/Work Statement: Project Specific Statements of Work shall be indicated in individual Task Orders issued under this contract.

2. The contract period of performance shall be one Base year from the date of award with four (4) Option years that may be exercised by the U.S. Government.

11. The Contractor shall begin performance within 30 calendar days and complete it within ( Refer to Task Order) calendar days after receiving the <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. ( See above Item Number 2.)	
12A. The Contractor must furnish any required performance and payment bonds? <i>(If “YES”, indicate within how many calendar days after award in item 12B.)</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	12B. Calendar Days Refer to Individual Task Order
13. Additional Solicitation Requirements:	
A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by <b>3:00 PM (hour) EST time Feb 12, 2014</b> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror’s name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input type="checkbox"/> is <input checked="" type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

## OFFER (Must be fully completed by offeror)

14. Name and Address of Offeror (Include ZIP Code)

Montage Inc.  
3636 16<sup>th</sup> St. NW Suit AG50  
Washington, DC 20010

15. Telephone No. (Include area code)

(202) 483-6722

15. Remittance Address (Include on it different than Item 14)

Code 04QC7

Facility Code

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum.

AMOUNTS

Refer to Individual Task Order(s)

18. The offeror agrees to furnish any required performance and payment bonds.

## 19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendment to the solicitation - give number and date of each)

AMENDMENT No.										
DATE										

20A NAME, TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)

Maria Quevedo, President

20B. SIGNATURE



20c. OFFER DATE

2/12/14

## AWARD (to be completed by Government)

21. ITEM(S) ACCEPTED

Basic Performance Period: , with four one-year option year performance periods.

22. Amount

\$ To be identified in individual task orders

23. Accounting and Appropriation Data

To be identified in individual task orders

24. Submit Invoices to Address shown above (4 copies unless otherwise specified)

Item

25. Other Than full and open competition pursuant to

☐ 10 U.S.C. 2304(c) ( )☐ 41 U.S.C. 253 (c) ( )

26. Administered by

17A

U.S. Department of State  
A/LM/AQM/FDCD

Washington, DC, 20522-0611

Payment will be made by

RM/FM

SEE ATTACHED SECTION G paragraph G.6

## CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☒ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all work, requisition stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☒ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. Name and Title of Contractor or Person authorized

31A. Name of Contracting Officer (Type or Print)

David W. Vivian, Contracting Officer

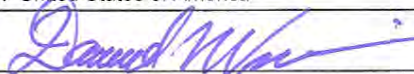
30b. Signature

30C. Date

31B. United States of America

31C. Award Date

By



4/10/2014

## **PART I - THE SCHEDULE**

### **SECTION A – FORM**

A.1a STANDARD FORM 1442

### **SECTION B – PRICING**

B.1 TYPE OF CONTRACT  
B.2 CONTRACT PRICE  
B.3 MINIMUM/MAXIMUM ORDER  
B.4 ORDERING OFFICE  
B.5 DELIVERABLE ITEMS AND PRICES  
B.6 TRAVEL  
B.7 COST OF MATERIALS/EQUIPMENT  
B.8 GOVERNMENT-FURNISHED PROPERTY  
B.9 PRICES  
B.10 PROJNET RFP QUESTIONS AND RESPONSES

### **SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**

C.1 CHARACTER AND SCOPE OF WORK  
C.2 RESERVED  
C.3 PROJECT DESCRIPTION  
C.4 PHASE I - SITE SURVEY SERVICES  
C.5 PHASE II - PART 1, DESIGN REQUIREMENTS  
C.6 PHASE II - PART 2, DESIGN REQUIREMENTS  
C.7 PHASE II - PART 3, DESIGN REQUIREMENTS  
C.8 PHASE II - PART 4, DESIGN PERFORMANCE REQUIREMENTS  
C.9 PHASE II - PART 5, DESIGN DELIVERABLES  
C.10 PHASE III - CONSTRUCTION SERVICES

### **SECTION D - PACKING AND MARKING**

D.1 MATERIALS SHIPPING ADDRESS  
D.2 DEPARTMENT OF STATE MAIL AND COURIER ADDRESSES  
D.3 PACKAGING REQUIREMENTS FOR MAIL AND COURIER SHIPMENT OF DOCUMENTS AND DRAWINGS  
D.4 DOCUMENTATION OF SHIPMENTS  
D.5 DESPATCH AGENTS

### **SECTION E - INSPECTION AND ACCEPTANCE**

E.1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)  
E.2 SUBSTANTIAL COMPLETION  
E.3 USE OF EQUIPMENT BY THE GOVERNMENT  
E.4 FINAL COMPLETION AND ACCEPTANCE  
E.5 QUALITY ASSURANCE AND QUALITY CONTROL  
E.6 DESIGN DOCUMENTATION REVIEW  
E.7 PROJECT COMMUNICATION  
E.8 PROJNET-C (CLASSIFIED PROJNET)  
E.9 DESIGN-BUILD TEAM INTEGRITY  
E.10 SITE DATA PROVIDED BY THE GOVERNMENT

E.11 EARLY OR INTERIM POSSESSION AND USE

**SECTION F - DELIVERIES AND PERFORMANCE**

- F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)  
ALTERNATE I (APR 1984)
- F.2 RESERVED
- F.3 52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)
- F.4 52.211-13 TIME EXTENSIONS (SEPT 2000)
- F.5 52.242-14 SUSPENSION OF WORK (APR 1984)
- F.6 SCHEDULES
- F.7 WORKING HOURS
- F.8 EXCUSABLE DELAYS
- F.9 DELIVERABLES
- F.10 PROJECT EXECUTION SCHEDULE
- F.11 DOCUMENTATION OF REQUESTS FOR EXTENSIONS
- F.12 SUSPENSION OF WORK - NONCOMPLIANCE WITH CONTRACT REQUIREMENTS
- F.13 NOTICES TO PROCEED
- F.14 DESIGN SUBMITTAL AND PERFORMANCE REQUIREMENTS
- F.15 PERIOD OF CONTRACT
- F.16 ASSESSMENT AND APPORTIONMENT OF LIQUIDATED DAMAGES

**SECTION G - CONTRACT ADMINISTRATION DATA**

- G.1 DOSAR 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)
- G.2 DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)
- G.3 DETAILED ESTIMATE FOR PROGRESS PAYMENTS
- G.4 MONTHLY PROGRESS PAYMENT REQUESTS
- G.5 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS
- G.6 AUTHORITY OF CONTRACTING OFFICER
- G.7 PAYMENT
- G.8 INVOICING
- G.9 CONTRACT PROGRESS PAYMENT
- G.10 TAX RELIEF PROCEDURES (See Section B CLIN 0002)

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

- H.1 Reserved
- H.2 DOSAR 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE  
(APR 2004)
- H.3 INSURANCE
- H.4 BOND REQUIREMENTS
- H.5 LIMITATION OF SUBCONTRACTING - DIPLOMATIC CONSTRUCTION
- H.6 DIPLOMATIC SECURITY REQUIREMENTS FOR CLEARANCES AND HANDLING CLASSIFIED  
MATERIAL
- H.7 ADDITIONAL SECURITY REQUIREMENT
- H.8 SAFEGUARDING AND RELEASE OF CLASSIFIED AND SENSITIVE BUT UNCLASSIFIED  
INFORMATION
- H.9 PUBLIC RELEASE OF INFORMATION
- H.10 DOCUMENTS - OWNERSHIP AND USE.
- H.11 REQUIREMENT FOR SHOP DRAWINGS
- H.12 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATED CONTRACT
- H.13 GOVERNING LAW

H.14	LAWS AND REGULATIONS
H.15	LANGUAGE PROFICIENCY
H.16	WAR RISKS
H.17	ASSIGNMENT
H.18	REVIEW OF DOCUMENTS AND LOCAL CONDITIONS
H.19	INDEMNIFICATION AGAINST CLAIMS AND ENCUMBRANCES
H.20	OTHER SERVICES NOT TO RELIEVE CONTRACTOR
H.21	ERRONEOUS REPRESENTATIONS
H.22	AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER
H.23	ORDER OF PRECEDENCE
H.24	REFERENCED STANDARDS
H.25	NOTIFICATION OF DIFFERING SITE CONDITIONS
H.26	EQUITABLE ADJUSTMENTS
H.27	PRESERVATION OF REFERENCE POINTS AND BENCHMARKS
H.28	CERTIFICATION OF BOUNDARY MARKERS
H.29	ORGANIZATION OF DRAWINGS AND SPECIFICATIONS
H.30	RESPONSIBILITY OF CONTRACTOR
H.31	ORGANIZATION AND DIRECTION OF THE WORK
H.32	CONSTRUCTION OPERATIONS
H.33	SUBCONTRACTORS AND SUPPLIERS
H.34	TEMPORARY FACILITIES AND SERVICES
H.35	OVERSEAS TRAVEL
H.36	CONTRACTOR PERSONNEL
H.37	SENSITIVE POSITIONS
H.38	WATCHMEN
H.39	MATERIALS AND EQUIPMENT
H.40	IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL
H.41	HAZARDOUS MATERIAL IDENTIFICATION
H.42	SPECIAL WARRANTIES
H.43	DEFINITIONS
H.44	INFORMATION CONCERNING THE HOST COUNTRY
H.45	CONFERENCES
H.46	CHANGE ORDER PROCESSING
H.47	CISCO EQUIPMENT
H.48	ENGLISH LANGUAGE DOCUMENTATION REQUIREMENT
H.49	CONTRACTOR VETTING AS A CONDITION OF AWARD
H.50	REPORTING ACCIDENTS
H.51	TASK ORDER AWARD AND PROCESSING

Iraq/Afg

H.52	CONTRACTOR PERSONNEL PERFORMING UNDER CONTRACTS IN IRAQ AND AFGHANISTAN - USE OF THE SYNCHRONIZED PRE-DEPLOYMENT OPERATIONAL TRACKER (SPOT)
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## **PART II - CONTRACT CLAUSES**

For a numerical listing of FAR Clauses and Provisions refer to Attachment J.1.14

### **SECTION I - CONTRACT CLAUSES**

<b>1.</b>	<b>DEFINITIONS</b>
I.1	52.202-1 DEFINITIONS (Nov 2013)
I.2	Reserved
<b>2.</b>	<b>THE CONTRACT</b>



<b>2.1</b>	<b>ORGANIZATION AND INTERPRETATION OF DOCUMENTS</b>
I.3	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
I.4	Reserved
I.5	52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
I.6	52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
I.7	52.236-21 I SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)-- ALTERNATE I (APR 1984)
I.8	DOSAR 652.243-70 NOTICES (AUG 1999)
I.9	52.252-4 ALTERATIONS IN CONTRACT (APR 1984)
I.9a	52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
<b>2.2</b>	<b>DOCUMENTS - OWNERSHIP AND USE, and Models (Section/Paragraph H.10)</b>
<b>2.3</b>	<b>STANDARDS OF CONDUCT</b>
I.10	52.203-3 GRATUITIES (APR 1984)
I.11	52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
I.12	Reserved
I.13	52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)
I.14	52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I.15	52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I.15a	52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
I.16	52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
I.16a	52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
I.16b	52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
I.17	52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
I.18	52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER OTHER THAN PENSIONS (JUL 2005)
I.19	52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
<b>2.4</b>	<b>FINANCIAL RECORDS AND ACCOUNTING</b>
I.20	52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)
I.21	RESERVED
I.22	RESERVED
I.23	RESERVED
I.24	RESERVED
I.25	RESERVED
I.26	52.242-13 BANKRUPTCY (JUL 1995)
<b>2.5</b>	<b>MISCELLANEOUS</b>
I.27	52.216-18 ORDERING (OCT 1995)
I.27a	52.216-19 ORDER LIMITATIONS (OCT 1995)
I.27b	52.216-22 INDEFINITE QUANTITY (OCT 1999)
I.28	52.204-1 APPROVAL OF CONTRACT (DEC 1989)
	Reference:
	Governing Law (Section/Paragraph H.14)
<b>3.</b>	<b>MODIFICATIONS AND PROPOSAL SUBMISSION</b>
I.29	RESERVED
I.30	RESERVED
I.31	RESERVED

I.32	RESERVED
I.33	52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 2010)
I.34	52.215-21 I REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997)--ALTERNATE II (OCT 2010)
I.35	Reserved
I.36	Reserved
<b>4.</b>	<b>BONDS AND INSURANCE</b>
<b>4.1</b>	<b>PERFORMANCE AND PAYMENT SECURITY</b>
I.37	52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
I.38	52.228-11 PLEDGES OF ASSETS (JAN 2012)
I.39	52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
I.40	52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
I.41	52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (OCT 2010)
<b>4.2</b>	<b>INSURANCE</b>
I.42	52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
I.42a	52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
I.43	52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
	Reference:
	War Risk (Section/Paragraph H.16)
	Amount of Insurance (Section/Paragraph H.3.1)
	DOSAR 652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)-- SERVICES (JUN 2006) (DEVIATION) (Section/Paragraph I.73)
<b>5.</b>	<b>TIME</b>
<b>5.1</b>	<b>GENERAL REQUIREMENTS</b>
	52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
	52.211-10 I COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK - ALTERNATE I (APR 1984)
	52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)
	52.236-26 PRE-CONSTRUCTION CONFERENCE (Feb 1995)
	Reference:
	Pre-Construction Conference (Section/Paragraph H.45.2)
<b>5.2</b>	<b>PROGRESS SCHEDULES</b>
I.44	SCHEDULES FOR CONSTRUCTION:
I.45	52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991)
<b>5.3</b>	<b>DELAYS</b>
<b>I.46</b>	<b>52.211-13 TIME EXTENSIONS (SEPT 2000)</b>
	Reference:
	Excusable Delays (Section/Paragraph F.8)
	Documentation of Requests for Extensions (Section/Paragraph F.11)
<b>6.</b>	<b>GOVERNMENT'S RESPONSIBILITIES</b>
<b>6.1</b>	<b>GOVERNMENTAL REPRESENTATIVES</b>
I.47	52.236-4 PHYSICAL DATA (APR 1984)
	Reference:
	Authorized Representative of the Contracting Officer (Section/Paragraph H.22)
	Contracting Officer's Representative (Section/Paragraph G.2)
<b>6.2</b>	<b>GOVERNMENT-FURNISHED SERVICES</b>
	<b>Other Services not to Relieve Contractor (Section/Paragraph H.20)</b>



<b>6.3</b>	<b>GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT</b>
I.48	52.245-1 GOVERNMENT PROPERTY (APR 2012)
I.49	52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
I.50	Reserved
I.51	52.245-9 USE AND CHARGES (APR 2012)
I.52	Reserved
<b>6.4</b>	<b>WORK BY THE GOVERNMENT AND SEPARATE CONTRACTORS</b>
I.53	52.236-8 OTHER CONTRACTS (APR 1984)
<b>7.</b>	<b>CONTRACTOR'S RESPONSIBILITIES</b>
<b>7.1</b>	<b>GENERAL RESPONSIBILITIES</b>
I.54	52.204-2 SECURITY REQUIREMENTS (AUG 1996)
I.55	52.204-2 II SECURITY REQUIREMENTS (AUG 1996)--ALTERNATE II (APR 1984)
I.56	52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
I.57	52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
I.58	52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)
I.59	52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
I.60	52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)
I.61	52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)
I.62	DOSAR 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)
I.63	DOSAR 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)
I.64	Reserved
I.65	52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
I.66	52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
I.67	52.236-8 OTHER CONTRACTS (APR 1984)
I.68	52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)
I.69	52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
I.70	52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
I.71	52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUNE 2003)
I.72	52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
I.73	DOSAR 652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (JUN 2006), <i>Alternate I</i> (JUN 2006)
I.74	DOSAR 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
	Reference:
	Organization and Direction of the Work (Section/Paragraph H.31)
	Laws and Regulations (Section/Paragraph H.14)
	Responsibility of Contractor (Section/Paragraph H.30)
<b>7.2</b>	<b>CONSTRUCTION OPERATIONS</b>
I.75	52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
I.76	52.236-12 CLEANING UP (APR 1984)
I.77	DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)
<b>7.3</b>	<b>TEMPORARY FACILITIES AND SERVICES</b>
	Reference:
	Temporary Facilities and Services (Section/Paragraph H.34)
	Temporary Office (Section/Paragraph H.34.2)
	Temporary Environmental Control (Section/Paragraph H.34.3)

Temporary Utilities (Section/Paragraph H.34.4)  
Temporary Sanitation (Section/Paragraph H.34.5)

**7.4 TRANSPORTATION AND SHIPPING**

I.78 Reserved  
I.79 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)  
I.80 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)  
I.80a 52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)  
I.81 DOSAR 652.242-71 NOTICE OF SHIPMENTS (JUL 1988)  
I.81a DOSAR 652.242-72 SHIPPING INSTRUCTIONS (DEC 1994)  
Reference:  
Despatch Agents (Section/Paragraph D.5)

**8. PRELIMINARY MATTERS  
SITE CONDITIONS**

I.82 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)  
I.83 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)  
I.84 52.236-17 LAYOUT OF WORK (APR 1984)  
Reference:  
Preservation of Reference Points and Benchmarks (Section/Paragraph H.27)  
Certification of Boundary Markers (Section/Paragraph H.28)

**9. PROTECTION OF PERSONS AND PROPERTY**

**9.1 SAFETY PROGRAMS AND PRECAUTIONS**

I.85 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)  
I.86 52.223-3 I HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)-- ALTERNATE I (JUL 1995)  
I.87 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)  
I.88 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)  
I.89 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)  
I.90 52.236-13 ACCIDENT PREVENTION (NOV 1991)  
I.90a DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)  
I.91 52.236-13 I ACCIDENT PREVENTION (NOV 1991)--ALTERNATE I (NOV 1991)

**9.2 PROTECTION OF PROPERTY**

I.92 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)  
Watchmen (Section/Paragraph H.38)

**10. SUBCONTRACTORS AND SUPPLIERS**

**10.1 GENERAL PROVISIONS**

I.93 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)  
I.94 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)  
I.95 52.244-2 SUBCONTRACTS (OCT 2010)  
I.95a 52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)

**10.2 ORGANIZATION OF DRAWINGS AND SPECIFICATIONS.**

Reference:  
Claims and Encumbrances (Section/Paragraph H.33.1)  
Indemnification against Claims and Encumbrances (Section/Paragraph H.19)

**10.3 SELECTION AND APPROVAL OF SUBCONTRACTORS**

I.96	52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)
I.97	52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)
I.98	52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN ( DEVIATION 2013-O0014)(AUG 2013))
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I.117	52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
I.118	52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA- DESIGNATED PRODUCTS (MAY 2008) Reference: Selection and Approval of Materials (Section/Paragraph H.39.1) Directed Procurement (Section/Paragraph H.39.3.5) Allowance Items (Section/Paragraph H.39.4) Custody of Materials (Section/Paragraph H.39.1.3)
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	Surplus Materials (Section/Paragraph H.39.6)
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I.125	52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
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	Reference:
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	Time Extensions (Section/Paragraph F.4)
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	Reference:
	Excise Tax Exemption Statement for Contractors within the United States (See Section B)
<b>15.2</b>	<b>REQUESTS FOR PAYMENT</b>
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I.135	52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (JUL 2013 )
	Reference:

Detailed Estimate for Progress Payments (Section/Paragraph G.3)  
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I.139a 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS  
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Reference:  
Currency Fluctuation (Section/Paragraph B.3)

**15.5 SUBSTANTIAL COMPLETION**

- I.144 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)  
Reference:  
Use and Possession upon Substantial Completion (Section/Paragraph E.2.2)  
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**15.6 FINAL COMPLETION AND ACCEPTANCE**

Reference:  
Definitions (Section/Paragraph E.2.1)  
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**16. CLAIMS, DISPUTES AND PROTESTS**

- I.145 52.233-1 DISPUTES (JUL 2002)  
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**17. SUSPENSION AND TERMINATION**

**17.1 SUSPENSION BY GOVERNMENT**

- I.148 52.242-14 SUSPENSION OF WORK (APR 1984)

**17.2 TERMINATION FOR CONVENIENCE**

- I.149 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  
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- I.153 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

Reference:

Erroneous Representations (Section/Paragraph H.26)

**18. ADMINISTRATION**

- I.154 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)
- I.155 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- I.156 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
- I.157 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- I.158 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- I.159 52.224-2 PRIVACY ACT (APR 1984)
- I.160 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
- I.161 52.203-17 – CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
- I.162 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)
- I.163 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- ADDED AT AWARD
- I.164 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
- I.165 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

**Part III - List of Documents, Exhibits, and Other Attachments**

**SECTION J - LIST OF ATTACHMENTS**

**J.1 ADMINISTRATIVE DOCUMENTS**

- J.1.1 DS Security Classification Guide for Design and Construction of Overseas Facilities, May 2003
- J.1.2 DOS Contractor's Release Certificate, Apr 1978
- J.1.3 Standard Form 25, "Performance Bond"
- J.1.4 Standard Form 25A, "Payment Bond"
- J.1.5 Sample "Irrevocable Letter of Credit"
- J.1.6 Form DS-1037, "Mailing List Application for Construction Contracts"  
Attachment A to DS-1037, "Certification Statements"
- J.1.7 SF-294, "Subcontracting Report on Individual Contracts," Sept 2001  
Submission required via the Electronic Subcontract Reporting System (eSRS) Small Business Subcontract Reporting System at [www.esrs.gov](http://www.esrs.gov).
- J.1.8 SF-295, "Summary Subcontracting Report," Sept 2001  
Submission required via the Electronic Subcontract Reporting System (eSRS) Small Business Subcontract Reporting System at [www.esrs.gov](http://www.esrs.gov).
- J.1.9 ACH Vendor/Miscellaneous Payment Enrollment Form, Dec 1990
- J.1.10 Contract Security Classification Specification (DD Form 254) [paper document issued with transmittal letter]
- J.1.11 Contractor Accreditation Worksheet, April 2007
- J.1.12 Material Product Substitution Form, April 2005
- J.1.13 SPOT Contractor Company Workbook, October 2009

**J.2 STANDARD DESIGN REQUIREMENTS DOCUMENTS**

Selected standard design requirements have companion, project-specific requirements; see Section J.3.

- J.2.1 OBO International Codes Supplement (OBO-ICS)
- J.2.2 Not Used
- J.2.3 Not Used
- J.2.4 Not Used
- J.2.5 Technical Security Systems (TSS) Requirements



J.2.6 Commercial Products Data

J.2.6.1 DOS Certified FE/BR Products , March 2011, *Unclassified*

**J.3 PROJECT-SPECIFIC REQUIREMENTS DOCUMENTS**

J.3.6 Section B Pricing Format

Other Project Specific Documents will be provided with individual Task Orders.

Part IV -- Representations and Instructions This Part Removed at Contract Award

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

- K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)
- K.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)
- K.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- K.4 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)
- K.5 DOSAR 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)
- K.6 DOSAR 652.228-70 DEFENSE BASE ACT INSURANCE -- COVERED CONTRACTOR EMPLOYEES (JUN 2006)
- K.7 DOSAR 652.236-72 STATEMENT OF QUALIFICATIONS FOR THE OMNIBUS DIPLOMATIC  
SECURITY AND ANTITERRORISM ACT (APR 2004)
- K.8 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--  
REPRESENTATION AND CERTIFICATION (DEC 2012)

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO  
OFFERORS**

- L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
- L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUL 2013)
- L.3 DOSAR 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)
- L.4 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (APR 2008)
- L.5 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- L.6 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
- L.7 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
- L.8 52.215-1 I INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997) ALT I
- L.9 52.232-14 NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL  
BUSINESS CONCERNS (APR 1984)
- L.10 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (JUL 2013)
- L.11 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)
- L.12 52.236-27 I SITE VISIT (CONSTRUCTION) (FEB 1995)--ALTERNATE I (FEB 1995)
- L.13 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL  
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)
- L.14 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION  
STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)
- L.15 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL  
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)
- L.16 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA  
INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS  
(JUN 1988)
- L.17 52.216-1 TYPE OF CONTRACT (APR 1984)
- L.18 RESERVED
- L.19 DOSAR 652.219-70 DEPARTMENT OF STATE SUBCONTRACTING GOALS (APR 2004)
- L.20 DEFENSE BASE ACT INSURANCE
- L.21 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)
- L.22 52.233-2 SERVICE OF PROTEST (SEPT 2006)
- L.23 PROPOSAL PREPARATION INSTRUCTIONS  
L.23.1 GENERAL INSTRUCTIONS  
L.23.2 SPECIFIC INSTRUCTIONS
- L.24 SUBCONTRACTING
- L.25 RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS
- L.26 CISCO EQUIPMENT
- L.27 CONTRACTOR VETTING AS A CONDITION OF AWARD

**SECTION M - EVALUATION FACTORS FOR AWARD**

- M.1 PHASE I, PREQUALIFICATIONS
- M.2 EVALUATION OF OFFERS
- M.3 BASIS OF AWARD
- M.4 AWARD WITHOUT DISCUSSIONS
- M.5 Reserved
- M.6 SECURITY CLEARANCE
- M.7 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

## Part I - The Schedule

## SECTION B

## PRICING

**B.1 TYPE OF CONTRACT**

B.1.1 This contract is an Indefinite Delivery, Indefinite Quantity contract payable entirely in the currency indicated on the SF1442 and within the Task Order issued under this contract. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in currency exchange rates. Changes in the contract price or time to complete will be made only due to changes made by the Government in the work to be performed, or by delays caused by the Government.

B.1.2 Payments based on quantities and unit prices will be made only to the extent specifically provided in the contract Task Order.

B.1.3 This contract contains fixed hourly rates for labor disciplines. All remaining costs, including construction services and additional labor rates not listed and priced in this contract shall be negotiated in accordance with the Scope of Work for each individual Task Order. The actual amount of work to be performed, the time of such performance, the deliverables, and the location of the work will be determined by the Contracting Officer, who will issue formally executed Task Orders to the Contractor. The only work authorized under this contract is that which is performed after receipt of such task orders or after a written Notice to Proceed (NTP) from the Contracting Officer, which is followed by a formally executed task order. A written NTP may be transmitted by facsimile.

**B.2 CONTRACT PRICE**

B.2.1 The contractor shall complete all work, including furnishing all labor, material, equipment and services, as called for and required by the terms and conditions of Task Orders issued under this contract. The price for the work required by individual Task Orders and the time set for performance and completion shall be negotiated and set forth in the individual Task Orders issued under this contract. The price set for each **Task Order will be firm fixed-price**. The task order price shall include all labor (using rates or rates less than those specified in Section B), materials, overhead, insurance required by FAR 52.228-4, Workers' Compensation, Defense Base Act and War-Hazard Insurance, and profit. In task orders, note that profit, overhead, or G&A are not permitted for travel expenses and/or already pre-negotiated fully burdened labor rates specified in Section B.

B.2.2 The Contractor shall provide professional services, labor and materials on **a firm fixed-price Task Order basis**. In establishing the fixed price for individual task orders, the hourly rates for the required services shall be in accordance with the fixed fully burdened hourly labor rates listed below. The fixed hourly rates below include wages, overhead, G&A, profit and all employee fringe benefits, such as retirement, withholding for FICA and taxes, unemployment, workman's compensation and union dues.

**Certification in the Leadership in Energy and Environmental Design (LEED) Green Building Rating System Administered by the US Green Building Council (USGBC) ARE TO BE DETERMINED AND WILL BE EXPRESSED & REQUIRED BY INDIVIDUAL TASK ORDERS.**

When required, the Contractor shall submit final LEED Documentation for Construction Certification. This requirement is applicable to task order CLINs specifically requiring LEED Certification.

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**B.3 MINIMUM/MAXIMUM ORDER (Reference Section I, Clause 52.216-22(b))**

B.3.1 During the term of this contract, which includes the Base Year and all option years exercised, the Government shall order, as a minimum, services in an amount of a guaranteed minimum of \$40,000.

B.3.2 The Government makes no guarantee as to the number of orders or actual amount of services that will be requested above the guaranteed minimum of \$40,000.00.

B.3.3 The maximum cumulative amount of the Task Orders issued during a single contract year will not exceed \$20 million. The maximum dollar value for the life of this contract (one base year and four option years) is \$100 million.

**B.4 ORDERING OFFICES:**

1. Contracting Officer  
U.S. Department of State  
A/LM/AQM  
1701 North Fort Myer Drive  
Arlington VA 22209
2. Regional Procurement Support Center (RPSO) - Frankfurt, Germany  
Department of State, Office of Logistics Management  
Lubecker Str. 3  
Frankfurt, Germany
3. Regional Procurement Support Center (RPSO) - Ft Lauderdale Florida  
Department of State, Office of Logistics Management  
4000 N Andrews Ave  
Ft Lauderdale FL 33309

b. The Contracting Offices reflected at paragraphs 2 and 3 above are granted ordering authority under the contract and may, thereby, place orders for design-build and/or construction services as authorized under the contract. This delegation includes full authority to award and administer task order issued by the said additional ordering office.

c. All authority to change or modify the basic contract remains with the Procuring Contract Office, A/LM/AQM/FDCD.

d. The ordering office shall provide notification of task orders issued under the contract. The notice will include the following information

1. Date of award
2. General description of Task Order requirements TO INCLUDE SPECIAL ACCESS REQUIREMENTS
3. Total dollar amount of the order
4. Performance location
5. Period of Performance

**B.5 DELIVERABLE ITEMS AND PRICES**

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The Contractor shall, upon receipt of duly executed Task Orders, perform all services as required in this contract and such further requirements as may be contained in Task Orders for projects described therein. The Contractor shall complete all work and services under this contract within the period of time specified in task orders issued. No task order shall be issued hereunder after the expiration of this contract.

**B.6 TRAVEL**

Travel, lodging, and Per Diem rates shall be in accordance with Federal Travel Regulations/Joint Travel Regulation. Business class travel is only authorized if the duration of the uninterrupted journey exceeds 14 hours and performance of work commences the next day after arrival.

B.6.1 In determining the cost of travel, the terms and conditions of the Federal Travel Regulations (FTR) and Joint Travel Regulation (JTR) shall apply to all travel and travel-related matters authorized under this contract; travel and travel-related expenses shall not exceed the maximum allowable under the FTR and JTR. In connection with authorized travel, the following items may be included in the firm-fixed price of the contract: (i) the cost of domestic and overseas economy-class (coach) air fare; (ii) the cost of overseas business-class air fare when authorized (Business-class travel may be authorized when the duration of travel exceeds 14 continuous hours w/o layover), (iii) the cost of hotel or housing accommodations, meals, and other incidentals when travel is undertaken; and (iv) miscellaneous expenses incurred in connection with the travel.

B.6.2 Miscellaneous travel items such as taxi fares and other ground transportation expenses incurred in connection with the travel, and, if applicable, passport/visa fees, passport/visa photographs, travelers check fees, and airport taxes may be included in the firm-fixed price of this contract.

**B.7 COST OF MATERIALS/EQUIPMENT**

The cost of any materials or equipment required in conjunction with the services rendered herein shall be included in the proposed firm fixed-price unless otherwise noted in the task order.

**B.8 GOVERNMENT-FURNISHED PROPERTY**

The Government will not make available to the Contractor any Government-furnished property, except as stated in an individual task order.

**B.9 PRICES**

B.9.1 The Design/Build burdened hourly labor rates listed below have been established for this contract. These rates are the maximum rates allowable under the contract for United States based personnel performing services in the listed disciplines. During task order proposal submission, the contractor may propose at a rate less the following rates. These rates will be used for any professional Design/Build services that may be required by the individual Task Orders, except where local labor is acceptable and available at reduced rates. Rates for local labor shall be established in individual task orders. Certain work as set forth in the task order shall be performed only by Cleared American employees.

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B.9.2 The Design/Build subcontractors shall provide these disciplines. All other costs and level of effort will be negotiated in accordance with the Scope of Work for each individual Task Order.

B.9.3 The Subcontracted Provider, if any, of each service must be identified. If no Subcontract Provider is identified, the contractor shall provide these with in-house resources.

Contract NOTE: A task Order becomes a contract at time of award, therefore the terms "Contract" and Task Order" may be read interchangeably in this document.

**B.10 PROJNET RFP QUESTIONS AND RESPONSES:** Request for Proposal questions are entered into Projnet by the contractor(s) and responded to by the Government (ProjNet Q&A). ProjNet Q&A does not change the RFP. The Q&A is intended to clarify requirements and to reflect the parties understanding of the specific RFP performance requirements at time of award. The initial RFP as amended shall form the contract between the contracting parties. ProjNet Q&A will be reviewed and utilized during the course of contract execution and performance to ensure the descriptive and instructive clarifications provided and used to assure understanding of the performance requirements and relied on during the RFP and proposal development phase are implemented.

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**LABOR CATEGORIES & RATES FOR WORLDWIDE PROJECTS****(EXCEPT PAKISTAN, AFGHANISTAN, IRAQ, LIBYA, SYRIA, AND YEMEN)****COMPANY NAME:****Montage Inc.**

<b>LABOR CATEGORY</b>	<b>BASE YEAR 2014-2015</b>	<b>OPTION YEAR 1 2015-2016</b>	<b>OPTION YEAR 2 2016-2017</b>	<b>OPTION YEAR 3 2017-2018</b>	<b>OPTION YEAR 4 2018-2019</b>
<b>CONSTRUCTION ADMINISTRATION</b>					
Project Manager	\$96.00	\$98.88	\$101.85	\$104.90	\$108.05
Department Head	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
Senior Engineer	\$115.00	\$118.45	\$122.00	\$125.66	\$129.43
Junior Engineer	\$95.00	\$97.85	\$100.79	\$103.81	\$106.92
<b>CONSTRUCTION</b>					
Superintendent	\$88.00	\$90.64	\$93.36	\$96.16	\$99.04
Project Manager	\$96.00	\$98.88	\$101.85	\$104.90	\$108.05
Mechanic Senior	\$77.00	\$79.31	\$81.69	\$84.14	\$86.66
Mechanic	\$69.00	\$71.07	\$73.20	\$75.40	\$77.66
Steam Fitter/Plumbing Supervisor	\$76.00	\$78.28	\$80.63	\$83.05	\$85.54
Steam Fitter/Plumber	\$71.00	\$73.13	\$75.32	\$77.58	\$79.91
Pipe Fitter Supervisor	\$75.00	\$77.25	\$79.57	\$81.95	\$84.41
Pipe Fitter	\$71.00	\$73.13	\$75.32	\$77.58	\$79.91
Welder-Certified Nuclear (AWS-B2.1 or D10.12)	\$96.00	\$98.88	\$101.85	\$104.90	\$108.05
HVAC (Hydronic Test & Balance Technician)	\$96.00	\$98.88	\$101.85	\$104.90	\$108.05
HVAC (Air Test & Balance Technician)	\$96.00	\$98.88	\$101.85	\$104.90	\$108.05
HVAC Mechanic (EPA Refrigeration Certified)	\$96.00	\$98.88	\$101.85	\$104.90	\$108.05
Sheet Metal Supervisor, SMACNA	\$79.00	\$81.37	\$83.81	\$86.33	\$88.92
Sheet Metal Mechanic SMACNA	\$88.00	\$90.64	\$93.36	\$96.16	\$99.04
Sheet Metal Worker	\$76.00	\$78.28	\$80.63	\$83.05	\$85.54
Control Tech Senior	\$96.00	\$98.88	\$101.85	\$104.90	\$108.05
Control Technician	\$76.00	\$78.28	\$80.63	\$83.05	\$85.54
Electrician, Master	\$96.00	\$98.88	\$101.85	\$104.90	\$108.05
Electrician, Journeyman	\$88.00	\$90.64	\$93.36	\$96.16	\$99.04
High Voltage Lineman	\$96.00	\$98.88	\$101.85	\$104.90	\$108.05
Truck Driver	\$60.00	\$61.80	\$63.65	\$65.56	\$67.53
Telecommunications/TSS Installers	\$90.00	\$92.70	\$95.48	\$98.35	\$101.30
Fire Sprinkler Installer (NICET certified)	\$90.00	\$92.70	\$95.48	\$98.35	\$101.30
Fire Alarm Installer (NICET certified)	\$90.00	\$92.70	\$95.48	\$98.35	\$101.30
Sprinkler Fitter	\$76.00	\$78.28	\$80.63	\$83.05	\$85.54
Carpenter	\$80.00	\$82.40	\$84.87	\$87.42	\$90.04
Pipe Insulator	\$76.00	\$78.28	\$80.63	\$83.05	\$85.54

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## SECTION B

## PRICING

Duct Insulator	\$76.00	\$78.28	\$80.63	\$83.05	\$85.54
Drywall Installer	\$80.00	\$82.40	\$84.87	\$87.42	\$90.04
Drywall Finisher	\$80.00	\$82.40	\$84.87	\$87.42	\$90.04
Painter	\$64.00	\$65.92	\$67.90	\$69.93	\$72.03
Communication-Systems Installer	\$96.00	\$98.88	\$101.85	\$104.90	\$108.05
Communication-Systems Technician	\$76.00	\$78.28	\$80.63	\$83.05	\$85.54
Laborer Foreman	\$76.00	\$78.28	\$80.63	\$83.05	\$85.54
General Laborer	\$55.00	\$56.65	\$58.35	\$60.10	\$61.90
<b>QUALITY CONTROL/QUALITY ASSURANCE</b>					
Quality Management Plan Manager (QMPPM)	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
Document Security Manager	\$74.00	\$76.22	\$78.51	\$80.86	\$83.29
QC Construction	\$77.00	\$79.31	\$81.69	\$84.14	\$86.66
QC Design	\$134.00	\$138.02	\$142.16	\$146.43	\$150.82
<b>MECHANICAL ENGINEERING</b>					
Department Head	\$171.00	\$176.13	\$181.41	\$186.86	\$192.46
Senior Mechanical Engineer	\$130.00	\$133.90	\$137.92	\$142.05	\$146.32
Mechanical Engineer	\$130.00	\$133.90	\$137.92	\$142.05	\$146.32
Junior Mechanical Engineer	\$90.35	\$93.06	\$95.85	\$98.73	\$101.69
Plumbing Engineer	\$131.00	\$134.93	\$138.98	\$143.15	\$147.44
Engineering Technician	\$87.99	\$90.63	\$93.35	\$96.15	\$99.03
Environmental Security Specialist	\$138.00	\$142.14	\$146.40	\$150.80	\$155.32
Telecommunication Design Specialist	\$108.22	\$111.47	\$114.81	\$118.25	\$121.80
<b>ELECTRICAL ENGINEERING</b>					
Department Head	\$171.00	\$176.13	\$181.41	\$186.86	\$192.46
Senior Electrical Engineer	\$130.00	\$133.90	\$137.92	\$142.05	\$146.32
Electrical Engineer	\$168.00	\$173.04	\$178.23	\$183.58	\$189.09
Junior Electrical Engineer	\$91.73	\$94.48	\$97.32	\$100.24	\$103.24
Lighting Specialist	\$102.00	\$105.06	\$108.21	\$111.46	\$114.80
Lightning & Cathodic Specialist	\$102.82	\$105.90	\$109.08	\$112.35	\$115.72
Telecommunications Engineer	\$104.47	\$107.60	\$110.83	\$114.16	\$117.58
Engineering Technician	\$96.32	\$99.21	\$102.19	\$105.25	\$108.41
<b>FIRE PROTECTION ENGINEERING</b>					
Department Head	\$171.00	\$176.13	\$181.41	\$186.86	\$192.46
Senior Fire Protection Engineer	\$130.00	\$133.90	\$137.92	\$142.05	\$146.32
Fire Protection Engineer	\$113.56	\$116.97	\$120.48	\$124.09	\$127.81
Junior Fire Protection Engineer	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55
Engineering Technician	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55
<b>CIVIL ENGINEERING</b>					
Department Head	\$175.00	\$180.25	\$185.66	\$191.23	\$196.96
Senior Civil Engineer	\$130.00	\$133.90	\$137.92	\$142.05	\$146.32
Civil Engineer	\$103.94	\$107.06	\$110.27	\$113.58	\$116.99

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## PRICING

Junior Civil Engineer	\$74.41	\$76.64	\$78.94	\$81.31	\$83.75
Geotechnical Engineer	\$136.00	\$140.08	\$144.28	\$148.61	\$153.07
Seismic Engineering Specialist	\$136.61	\$140.71	\$144.93	\$149.28	\$153.76
Engineering Technician	\$71.37	\$73.51	\$75.72	\$77.99	\$80.33
<b>STRUCTURAL ENGINEERING</b>					
Department Head	\$177.00	\$182.31	\$187.78	\$193.41	\$199.22
Senior Structural Engineer	\$130.00	\$133.90	\$137.92	\$142.05	\$146.32
Structural Engineer	\$99.45	\$102.43	\$105.51	\$108.67	\$111.93
Junior Structural Engineer	\$81.94	\$84.40	\$86.93	\$89.54	\$92.22
Geotechnical Engineer	\$136.00	\$140.08	\$144.28	\$148.61	\$153.07
Seismic Engineering Specialist	\$137.41	\$141.53	\$145.78	\$150.15	\$154.66
Engineering Technician	\$71.37	\$73.51	\$75.72	\$77.99	\$80.33
<b>DESIGN</b>					
Project Manager	\$130.00	\$133.90	\$137.92	\$142.05	\$146.32
Architect Department Head	\$169.00	\$174.07	\$179.29	\$184.67	\$190.21
Senior Architect	\$135.00	\$139.05	\$143.22	\$147.52	\$151.94
Architect	\$117.00	\$120.51	\$124.13	\$127.85	\$131.68
Junior Architect	\$93.00	\$95.79	\$98.66	\$101.62	\$104.67
Landscape Architect	\$114.00	\$117.42	\$120.94	\$124.57	\$128.31
Blast Design Specialist	\$167.00	\$172.01	\$177.17	\$182.49	\$187.96
Physical Security Design Specialist	\$138.00	\$142.14	\$146.40	\$150.80	\$155.32
Emanations Security Specialist	\$135.00	\$139.05	\$143.22	\$147.52	\$151.94
Telecommunications Design Specialist	\$104.47	\$107.60	\$110.83	\$114.16	\$117.58
Foodservice Design Specialist	\$133.00	\$136.99	\$141.10	\$145.33	\$149.69
Vertical Transportation Specialist	\$139.00	\$143.17	\$147.47	\$151.89	\$156.45
Graphics/Signage Specialist	\$95.00	\$97.85	\$100.79	\$103.81	\$106.92
Senior Interior Designer	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Interior Designer	\$95.00	\$97.85	\$100.79	\$103.81	\$106.92
Junior Interior Designer	\$98.00	\$100.94	\$103.97	\$107.09	\$110.30
AutoCAD Engineer	\$96.00	\$98.88	\$101.85	\$104.90	\$108.05
AutoCAD Operator	\$76.00	\$78.28	\$80.63	\$83.05	\$85.54
AutoCAD Technician	\$73.92	\$76.14	\$78.42	\$80.77	\$83.20
Clerical	\$55.00	\$56.65	\$58.35	\$60.10	\$61.90
Senior Cost Estimator	\$116.00	\$119.48	\$123.06	\$126.76	\$130.56
Cost Estimator	\$75.00	\$77.25	\$79.57	\$81.95	\$84.41
Engineering Technician	\$88.00	\$90.64	\$93.36	\$96.16	\$99.04
Senior Specification Writer	\$143.00	\$147.29	\$151.71	\$156.26	\$160.95
Specification Writer	\$109.00	\$112.27	\$115.64	\$119.11	\$122.68

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## SECTION B

## PRICING

**LABOR CATEGORIES & RATES FOR WORK  
IN PAKISTAN, AFGHANISTAN, IRAQ, LIBYA, SYRIA, AND YEMEN**

COMPANY NAME:

Montage Inc.

LABOR CATEGORY	BASE YEAR 2014-2015	OPTION YEAR 1 2015-2016	OPTION YEAR 2 2016-2017	OPTION YEAR 3 2017-2018	OPTION YEAR 4 2018-2019
<b>CONSTRUCTION ADMINISTRATION</b>					
Project Manager	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Department Head	\$162.71	\$167.59	\$172.62	\$177.80	\$183.13
Senior Engineer	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Junior Engineer	\$118.75	\$122.31	\$125.98	\$129.76	\$133.65
<b>CONSTRUCTION</b>					
Superintendent	\$110.00	\$113.30	\$116.70	\$120.20	\$123.81
Project Manager	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Mechanic Senior	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Mechanic	\$110.00	\$113.30	\$116.70	\$120.20	\$123.81
Steam Fitter/Plumbing Supervisor	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Steam Fitter/Plumber	\$110.00	\$113.30	\$116.70	\$120.20	\$123.81
Pipe Fitter Supervisor	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Pipe Fitter	\$110.00	\$113.30	\$116.70	\$120.20	\$123.81
Welder-Certified Nuclear (AWS-B2.1 or D10.12)	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
HVAC (Hydronic Test & Balance Technician)	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
HVAC (Air Test & Balance Technician)	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
HVAC Mechanic (EPA Refrigeration Certified)	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Sheet Metal Supervisor, SMACNA	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Sheet Metal Mechanic SMACNA	\$110.00	\$113.30	\$116.70	\$120.20	\$123.81
Sheet Metal Worker	\$95.00	\$97.85	\$100.79	\$103.81	\$106.92
Control Tech Senior	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Control Technician	\$95.00	\$97.85	\$100.79	\$103.81	\$106.92
Electrician, Master	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Electrician, Journeyman	\$110.00	\$113.30	\$116.70	\$120.20	\$123.81
High Voltage Lineman	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Truck Driver	\$95.00	\$97.85	\$100.79	\$103.81	\$106.92
Telecommunications/TSS Installers	\$112.50	\$115.88	\$119.35	\$122.93	\$126.62
Fire Sprinkler Installer (NICET certified)	\$112.50	\$115.88	\$119.35	\$122.93	\$126.62
Fire Alarm Installer (NICET certified)	\$112.50	\$115.88	\$119.35	\$122.93	\$126.62
Sprinkler Fitter	\$95.00	\$97.85	\$100.79	\$103.81	\$106.92
Carpenter	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55
Pipe Insulator	\$95.00	\$97.85	\$100.79	\$103.81	\$106.92
Duct Insulator	\$95.00	\$97.85	\$100.79	\$103.81	\$106.92

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## SECTION B

## PRICING

Drywall Installer	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55
Drywall Finisher	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55
Painter	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55
Communication-Systems Installer	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Communication-Systems Technician	\$95.00	\$97.85	\$100.79	\$103.81	\$106.92
Laborer Foreman	\$95.00	\$97.85	\$100.79	\$103.81	\$106.92
General Laborer	\$85.07	\$87.62	\$90.25	\$92.96	\$95.75
<b>QUALITY CONTROL/QUALITY ASSURANCE</b>					
Quality Management Plan Manager (QMPM)	\$123.75	\$127.46	\$131.29	\$135.22	\$139.28
Document Security Manager	\$92.00	\$94.76	\$97.60	\$100.53	\$103.55
QC Construction	\$118.75	\$122.31	\$125.98	\$129.76	\$133.65
QC Design	\$157.00	\$161.71	\$166.56	\$171.56	\$176.70
<b>MECHANICAL ENGINEERING</b>					
Department Head	\$172.50	\$177.68	\$183.01	\$188.50	\$194.15
Senior Mechanical Engineer	\$162.50	\$167.38	\$172.40	\$177.57	\$182.90
Mechanical Engineer	\$130.85	\$134.78	\$138.82	\$142.98	\$147.27
Junior Mechanical Engineer	\$112.94	\$116.33	\$119.82	\$123.41	\$127.11
Plumbing Engineer	\$132.96	\$136.95	\$141.06	\$145.29	\$149.65
Engineering Technician	\$109.99	\$113.29	\$116.69	\$120.19	\$123.79
Environmental Security Specialist	\$172.50	\$177.68	\$183.01	\$188.50	\$194.15
Telecommunication Design Specialist	\$135.28	\$139.33	\$143.51	\$147.82	\$152.25
<b>ELECTRICAL ENGINEERING</b>					
Department Head	\$172.50	\$177.68	\$183.01	\$188.50	\$194.15
Senior Electrical Engineer	\$162.50	\$167.38	\$172.40	\$177.57	\$182.90
Electrical Engineer	\$128.53	\$132.38	\$136.35	\$140.44	\$144.66
Junior Electrical Engineer	\$114.66	\$118.10	\$121.65	\$125.29	\$129.05
Lighting Specialist	\$127.50	\$131.33	\$135.26	\$139.32	\$143.50
Lightning & Cathodic Specialist	\$128.53	\$132.38	\$136.35	\$140.44	\$144.66
Telecommunications Engineer	\$130.59	\$134.51	\$138.54	\$142.70	\$146.98
Engineering Technician	\$120.40	\$124.01	\$127.73	\$131.56	\$135.51
<b>FIRE PROTECTION ENGINEERING</b>					
Department Head	\$172.50	\$177.68	\$183.01	\$188.50	\$194.15
Senior Fire Protection Engineer	\$162.50	\$167.38	\$172.40	\$177.57	\$182.90
Fire Protection Engineer	\$141.95	\$146.21	\$150.59	\$155.11	\$159.77
Junior Fire Protection Engineer	\$125.00	\$128.75	\$132.61	\$136.59	\$140.69
Engineering Technician	\$125.00	\$128.75	\$132.61	\$136.59	\$140.69
<b>CIVIL ENGINEERING</b>					
Department Head	\$172.50	\$177.68	\$183.01	\$188.50	\$194.15
Senior Civil Engineer	\$162.50	\$167.38	\$172.40	\$177.57	\$182.90
Civil Engineer	\$129.93	\$133.82	\$137.84	\$141.97	\$146.23
Junior Civil Engineer	\$93.01	\$95.80	\$98.68	\$101.64	\$104.69
Geotechnical Engineer	\$170.00	\$175.10	\$180.35	\$185.76	\$191.34

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## SECTION B

## PRICING

Seismic Engineering Specialist	\$170.76	\$175.89	\$181.16	\$186.60	\$192.19
Engineering Technician	\$89.21	\$91.89	\$94.65	\$97.48	\$100.41
<b>STRUCTURAL ENGINEERING</b>					
Department Head	\$214.00	\$220.42	\$227.03	\$233.84	\$240.86
Senior Structural Engineer	\$162.50	\$167.38	\$172.40	\$177.57	\$182.90
Structural Engineer	\$124.31	\$128.04	\$131.88	\$135.84	\$139.91
Junior Structural Engineer	\$102.43	\$105.50	\$108.66	\$111.92	\$115.28
Geotechnical Engineer	\$170.00	\$175.10	\$180.35	\$185.76	\$191.34
Seismic Engineering Specialist	\$171.76	\$176.92	\$182.22	\$187.69	\$193.32
Engineering Technician	\$89.21	\$91.89	\$94.65	\$97.48	\$100.41
<b>DESIGN</b>					
Project Manager	\$162.50	\$167.38	\$172.40	\$177.57	\$182.90
Architect Department Head	\$172.50	\$177.68	\$183.01	\$188.50	\$194.15
Senior Architect	\$168.75	\$173.81	\$179.03	\$184.40	\$189.93
Architect	\$146.25	\$150.64	\$155.16	\$159.81	\$164.61
Junior Architect	\$116.25	\$119.74	\$123.33	\$127.03	\$130.84
Landscape Architect	\$142.50	\$146.78	\$151.18	\$155.71	\$160.39
Blast Design Specialist	\$168.75	\$173.81	\$179.03	\$184.40	\$189.93
Physical Security Design Specialist	\$137.50	\$141.63	\$145.87	\$150.25	\$154.76
Emanations Security Specialist	\$168.75	\$173.81	\$179.03	\$184.40	\$189.93
Telecommunications Design Specialist	\$130.59	\$134.51	\$138.54	\$142.70	\$146.98
Foodservice Design Specialist	\$137.50	\$141.63	\$145.87	\$150.25	\$154.76
Vertical Transportation Specialist	\$137.50	\$141.63	\$145.87	\$150.25	\$154.76
Graphics/Signage Specialist	\$118.75	\$122.31	\$125.98	\$129.76	\$133.65
Senior Interior Designer	\$150.00	\$154.50	\$159.14	\$163.91	\$168.83
Interior Designer	\$118.75	\$122.31	\$125.98	\$129.76	\$133.65
Junior Interior Designer	\$122.50	\$126.18	\$129.96	\$133.86	\$137.87
AutoCAD Engineer	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
AutoCAD Operator	\$95.00	\$97.85	\$100.79	\$103.81	\$106.92
AutoCAD Technician	\$92.40	\$95.17	\$98.03	\$100.97	\$104.00
Clerical	\$68.75	\$70.81	\$72.94	\$75.12	\$77.38
Senior Cost Estimator	\$118.75	\$122.31	\$125.98	\$129.76	\$133.65
Cost Estimator	\$93.75	\$96.56	\$99.46	\$102.44	\$105.52
Engineering Technician	\$110.00	\$113.30	\$116.70	\$120.20	\$123.81
Senior Specification Writer	\$164.00	\$168.92	\$173.99	\$179.21	\$184.58
Specification Writer	\$132.00	\$135.96	\$140.04	\$144.24	\$148.57

**For projects in Afghanistan and Iraq, please see H.52**

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SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

See Separate Folder



## Part I - The Schedule

## SECTION D

## PACKAGING AND MARKING

## Note:

*Clauses numbered 52.XXX... Are Federal Acquisition Regulation (FAR) Clauses.  
 Clauses numbered 652.XXX... Are Department of State Acquisition Regulation (DOSAR) Clauses.*

**D.1 MATERIALS SHIPPING ADDRESS**

D.1.1 Materials delivered to the site shall be marked in accordance with Section/Paragraph **C.4.1.**

**D.1.2 Materials** and equipment requiring secure shipment shall be shipped and stored in accordance with the provisions of J.3.4, Project Specific Division 1, Sections **013550**, Construction Security Plan and **013555** Secure Shipment Specification. Documents other than factory/vendor issued manuals, such as specifications or drawings, regardless of classification, shall not be shipped or stored with materials and equipment requiring secure shipment.

**D.2 DEPARTMENT OF STATE DELIVERY, MAIL AND COURIER ADDRESSES**

**\*\*\*The contractor shall include the substance of Sections/Paragraphs D.2 and D.3 of this contract in all cleared subcontracts. The substance of Section/Paragraph D.3 shall be reproduced in all subcontracts.**

D.2.1 For those contractor facilities with operating ProjNet-C workstations, ProjNet-C shall be the primary means of transmitting classified information to DoS.

If the Contractor does not yet have an operating ProjNet-C workstation, the Contractor is authorized to send classified packages to the Department as follows:

D.2.1.1 Classified packages shall **NOT** be sent via U.S. Postal Service. Contractors and subcontractors authorized to send classified packages to the Department shall provide delivery of packages, by appropriately cleared contractor, via approved hand-carry methods in accordance with NISPOM 5-410 and 5-411. **Alternatively, GSA Schedule 48 Commercial Delivery Carriers may be used in accordance with NISPOM 5-403e. Currently, the carriers on that list include:**

Airborne Express Corporation  
 AirNet Systems, Inc.  
 Associated Global Systems, Inc.  
 Cavalier Logistics Management, Inc.  
 CorTrans Logistics, LLC  
 Federal Express Corporation  
 UPS Supply Chain Solutions, Inc. (formerly: MenloWorldwide  
 Forwarding/Emery)  
 United Parcel Service (UPS)

Classified packages to be delivered via commercial delivery carrier listed above should be addressed as follows:

U.S. Department of State  
 Overseas Buildings Operations  
 Attn: {Insert name of Project Personnel or Contracting Officer}  
 1701 N. Fort Myer Drive  
 ARLINGTON, VA 22209

D.2.1.2 All classified deliveries from the contractor to DoS shall be made to the following address between the hours 7:00 AM and 7:00 PM. The contractor

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SECTION D

PACKAGING AND MARKING

shall advise the intended recipient of the materials and estimated time of arrival a minimum of 48 hours prior to dispatching the package by courier.

OBO

Attn: {Insert name of Project Personnel}  
(Other delivery/recipient instructions can be listed here)  
1701 N. Fort Myer Drive  
Arlington, VA 22209

D.2.2 **Unclassified** packages sent via U.S. Mail, Registered or Certified Mail and shall be addressed as follows:

U.S. Department of State  
Office of Acquisition Management  
A/LM/AQM/FDCD/CON - SA-6A Suite 400  
Attn: {Insert name of Project Personnel or Contracting Officer}  
P. O. Box 9115, Rosslyn Station  
Arlington VA 22219

*NOTE: Classified information cannot be sent via this method.*

D.2.3 Unclassified packages sent via commercial courier service shall be addressed as follows:

U.S. Department of State  
Office of Acquisition Management  
A/LM/AQM/FDCD/CON - SA-6A Suite 400  
Attn: {Insert name of Project Contracting Officer}  
(Other delivery/recipient instructions can be listed here)  
1735 N. Lynn Street  
ARLINGTON, VA 22209

*NOTE: Classified information cannot be sent via this method.*

**D.3 PACKAGING REQUIREMENTS FOR MAIL AND COURIER SHIPMENT OF DOCUMENTS AND DRAWINGS**

D.3.1 Separate packaging of electronic media and hardcopy material

Contractor and any associated subcontractors shall package all drawings and electronic media (classified, SBU and unclassified) in separate mailing packages. Specifically, electronic media shall be transported in electronic media packages that contain no other drawings or hard copies of any kind, beyond that of transfer/receipt documentation. Hardcopy (paper) drawing and documents shall be packaged separately.

D.3.2 Double-wrapping and addressing of packages

For all shipping methods, the prime contractor and any associated subcontractors shall ensure that all project documentation, regardless of classification, is double-wrapped with both layers addressed properly and labeled with the sender's address. Document tracking receipts should be packaged inside the inner wrapping with the materials the receipt describes. No indication of the classification or sensitivity should appear on the outer wrapper. Unclassified and SBU packages addressed to overseas facilities or sites may not have the words "blueprints" or "drawings" displayed on the outer wrapper.

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## SECTION D

## PACKAGING AND MARKING

D.3.3 Packaging heavy materials in appropriate containers

In applying the above double-wrapping and addressing procedures, items sent via US mail or commercial carrier weighing more than one (1) pound shall be double wrapped in accordance with D.3.2, and then the package shall be enclosed within an appropriately sized double-walled box or, for rolled drawings, a manufactured mailing tube. The cardboard box or mailing tube counts as the second layer of wrap. Unclassified and SBU packages addressed to overseas facilities or sites may not have the words "blueprints" or "drawings" displayed on the outer wrapper.

**D.4 DOCUMENTATION OF SHIPMENTS**

The Contractor shall submit the documentation required by contract clauses 52.247-63, Preference For U.S.-Flag Air Carriers (Jun 2003) (See Section/Paragraph I.79), and 52.247-64, Preference For Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (See Section/Paragraph I.80), as follows:

One legible copy of an onboard rated and freighted ocean bill of lading for each shipment to both;

(i) The **COR**, and

(ii) The **Maritime Administration (MARAD)**, Office of Cargo Preference, 400 Seventh Street, SW, Washington, DC 20590. The documentation must be furnished with 20 working days of the date of loading for shipments originating in the US, and 30 working days for shipments originating outside the US. All subcontractor bills of lading shall be submitted through the Contractor.

MARAD <http://www.marad.dot.gov/offices/cargo/>  
Email: cargo.marad@marad.dot.gov  
FAX: 202-366-5522

**D.5 DISPATCH AGENTS**

The Government encourages the Contractor to contact the appropriate U.S. Department of State Dispatch Agent, the names and telephone numbers of whom are available from the Contracting Officer, when obtaining shipping estimates. The Dispatch Agent may be able to assist both U.S. and foreign firms in obtaining the most competitive rates for ocean or air transportation. The Government shall not be responsible for any delays in transportation resulting from use of a carrier recommended by the Dispatch Agent.

Reference:

DOSAR 652.242-71 NOTICE OF SHIPMENTS (JUL 1988) Section/Paragraph I.81  
DOSAR 652.242-72 SHIPPING INSTRUCTIONS (DEC 1994) Section/Paragraph I.81a

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Note:

*Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.*

*Clauses numbered 652.XXX... Are Department of State Acquisition Regulation (DOSAR) Clauses.*

**E.1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996) (Reference 46.312)****E.2 SUBSTANTIAL COMPLETION**

Definitions.

E.2.1. "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer or Contracting Officer's Representative in writing to the Contractor, on which the work or a portion thereof designated by the Government is sufficiently complete and satisfactory, in accordance with the requirements of the contract documents, that it may be occupied or utilized for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which (1) do not interfere with the intended occupancy or utilization of the work and (2) can be completed or corrected within the time period required for final completion. (See J.3.1, Project Specific Division 1, Section 017705 for Substantial Completion procedures)

E.2.2 "Date of Substantial Completion" means the date determined by the Contracting Officer or Contracting Officer's Representative of which substantial completion of the work has been achieved. This date shall be contingent on the Contractor completing certain general construction work as identified in Section J, Attachment J.1.12, Contractor Accreditation Worksheet.

**E.3 USE OF EQUIPMENT BY THE GOVERNMENT**

E.3.1 Right to use The Government may take over and operate, with Government employees, such equipment as necessary for heating or cooling such areas of the building that require the service, and other equipment such as elevators, electrical, plumbing, and mechanical systems, as soon as the installation is sufficiently complete to permit operation.

E.3.2 Notice The COR will advise the Contractor in writing, prior to the use of the equipment, which items of equipment will be taken over and operated, in addition to the date and time such operation shall begin.

**E.4 FINAL COMPLETION AND ACCEPTANCE**

E.4.1 Definitions.

E.4.1.1 "Final Completion and Acceptance" means the stage in the progress of the work as determined and certified by the CO or COR, in writing to the Contractor, on which all work required under the contract has been completed in a acceptable manner in accordance with the contract requirements, subject to the discovery of latent defects after final completion and except for items specifically excluded in the notice of final acceptance.

E.4.1.2 "Date of Final Completion and Acceptance" means the date determined by the Contracting Officer as of which final completion of the work has been achieved, as indicated by written notice to the Contractor. (J.3.1, Project Specific Division 1, Section 017705, Final Completion and Acceptance procedures E.4.1.2.1)

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E.4.1.2.1 Submission of LEED Documentation to the USGBC shall occur not later than 30 calendar days following the date of Substantial Completion. As a condition of Final Completion, the contractor shall provide the Contracting Officer evidence of the correct and complete LEED Documentation submission to USGBC and proof of acceptance of the documentation by the USGBC.

E.4.1.2.2 The contractor shall remain engaged with the USGBC during the certification review process and provide supplemental documentation to the USGBC as necessary. The contractor shall provide the final LEED Certification documentation from the USGBC to the Contracting Officer upon issuance, estimated to be within 180 calendar days of Final Completion and Acceptance.

**E.5 QUALITY ASSURANCE AND QUALITY CONTROL****E.5.1 DESIGN QUALITY ASSURANCE AND QUALITY CONTROL**

E.5.1.1 Introduction A principal factor of performance on a project is the Contractor's control of the quality of design services. The Contractor shall establish and maintain a project-specific Quality Management Program (QMP) which defines and implements a quality system. The quality system is a documented organizational process which describes responsibilities, procedures, and resources for providing quality control and quality assurance on a project. Effectiveness of the QMP is achieved through adequate planning, forceful direction, and checking in the sense of measurement and evaluation. The QMP applies to the control of quality throughout all areas of contract performance.

E.5.1.2 Quality Management Program The Contractor's QMP shall be OBO-approved to provide employees, consultants, and/or joint-venture partners with established, uniform procedures for production of project data, and documents throughout the design process. Principal functions of the QMP are the following:

E.5.1.2.1 Quality Control (QC): Operational techniques and activities that are used to fulfill requirements for design quality.

E.5.1.2.2 Quality Assurance (QA): Documentation of planned and systematic actions required to provide confidence that design services provided are based on project requirements and satisfy stated requirements for quality.

E.5.1.3 Audits After award of the Contract, the Government may perform audits of the Contractor's QMP to periodically assess conformance with the QMP in accordance with the provisions of Section E of the contract. Disapproval of the program, or major portions, may be cause for a delay in progress of the project's development or, in some cases, withholding acceptance of the Contractor's performed services. The Government may examine the Contractor's existing quality system prior to award of this contract as part of a pre-contract assessment, in order to determine the ability of the Contractor to satisfy the "quality" requirements of this contract.

E.5.1.4 Agreement on Quality Assurance The Contractor shall develop a clear understanding with all its consultants on quality assurance matters for which the consultants are responsible, and the quality assurance program of the consultants shall be integrated with that of the Contractor on record.

E.5.1.5 QMP Submittal Requirements The QMP Plan shall be structured and developed to include the following minimum requirements:

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E.5.1.5.1 Organizational Structure The Contractor shall define and submit\* a QMP Plan within 30 days of contract award, including an organizational structure, charts and a description of responsibilities of key personnel who will perform the services. Persons responsible for interface with the Government, including the security manager and QMP Manager, must be identified. A separate list should also include all team members, including consultants with telephone and email addresses.

\* Two Submissions Required:

Design: Thirty (30) days after contract award.

Construction: Forty-five (45) days after contract award (see Div.1, Section 011005 for personnel qualifications)

E.5.1.5.2 Quality Policy The Contractor shall have a stated corporate quality policy. This policy shall be consistent with the Contractor's quality policy in the QMP. Necessary measures shall be taken by the Contractor to ensure that the corporate quality policy is understood, implemented, and maintained by all employees of the Contractor and the Contractor's subcontractors.

E.5.1.5.3 Study and Design Input Assurance must be provided that all study and design input such as basis of design, criteria, and standards will be properly identified and documented in such a way that their selection and application may be reviewed by the Government.

E.5.1.5.4 Building Standards Design and construction must comply with all OBO building codes and standards in addition to applicable design criteria. Inconsistencies among codes and standards shall be brought to the ACOR's/COR's attention in writing. The CO will resolve any inconsistencies.

E.5.1.5.5 Other Procedures Other procedures shall address design management, procurement design activities, construction management, quality records, and audits.

E.5.1.5.6 Security and Communications Interface The Contractor's QMP shall provide for integration of security and communications requirements into the project.

E.5.1.5.7 Checking, Coordinating, and Integrating Drawings Quality control procedures shall be established to ensure individual drawings and other documentation are checked and that all documentation, including that of the supporting disciplines (e.g., architectural, civil, structural, mechanical, electrical) are coordinated and integrated. Deficiencies, ambiguities, conflicts, and inconsistencies shall be corrected prior to document submittal. Similar procedures shall be established to ensure that prepared work complies with all design and code requirements without the need for the USG to identify defects and initiate corrective action. A half-sized copy of the drawings showing redline markups of coordination notes shall be provided at the Construction Document, CD-1, CD-2 and CD backcheck phases and shall be submitted as part of the QA Report (Section E.5.1.5.11).

E.5.1.5.8 Document Control The QMP shall ensure that documents, including subsequent changes, will be reviewed for adequacy, approved for release by authorized personnel, and properly conveyed to the Government. Persons responsible for reviewing, approving, and releasing new and revised documents shall be identified.



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E.5.1.5.9 Verification As part of each design submittal, draft interim, and final documentation phase, the Contractor shall designate a QMP Manager (QMPM). The QMPM shall be responsible for final review, verification, and certification of the documents before they are transmitted to the Government. cursory supervisory review will not satisfy the intent of this requirement. The QMPM shall certify in writing that the documents have been reviewed and verified for design completeness and represent a fully coordinated set ready for submittal to the Government. The QMPM shall maintain the actual set of mark-ups of the review documents for onboard verification, if desired, by the COR. The QMPM shall ensure that all submittals are appropriately marked with classification markings (unclassified, SBU, SBU/NOFORN, Confidential or Secret), government warnings against reproduction and distribution, and bear the proper name of the site/project. Unmarked submittals shall be returned to the contractor for classification and marking.

E.5.1.5.10 Corrective Action The QMP shall clearly define responsibilities and procedures for corrective action in the event that deficiencies in D/B services or resulting deliverables are found to exist.

E.5.1.5.11 QMP Reporting The Contractor shall prepare a Quality Assurance (QA) Report, which shall be submitted as part of the interim and CD backcheck submissions as required in Section F.14. This report shall identify the QMP procedures used to review drawings and data for these submissions identifying steps taken to coordinate all drawings and documents prepared by the D/B and the D/B's subcontractors. The report shall include: 1) QC status of the project, which shall include evidence of QC effort by inclusion of notes, comments, dialogue, and discussion among and between disciplines of QC input and adjudication; 2) Significant program problems and their solutions/corrective actions; 3) Organization and key personnel changes to be submitted within 5 working days in advance of the proposed change; 4) Certification of completion of QMP procedures and submission completeness; 5) Construction Documents Compliance Letter for CD Phase and 6) A separate half-size set of marked-up red-line QA/QC drawing set as required in Section E.5.1.5.7. and Section F.14.

E.5.1.5.11.1 Construction Documents (CD) Compliance Letter Provide original CD compliance letter signed by the contractor attesting to compliance with design in accordance to all requirements contained within the RFP/Contract. The compliance letter shall also identify all design and construction features in the construction documents that do not comply with the RFP and Bridging documents or vary from a previous design submittal. The letter should also verify that all issues raised through the IDR process and previously agreed to by the Contractor have been incorporated into the documents

E.5.1.5.12 Administration The administration of the quality program shall be vested in a responsible, authoritative element of the organization with a clear access to management. The organization shall be staffed by technically competent personnel with sufficient authority to ensure that quality requirements are consistently maintained.

**E.5.2 CONSTRUCTION QUALITY ASSURANCE AND QUALITY CONTROL**

E.5.2.1 See J.3.1, Project Specific Division 1, Section 014010

E.5.2.2 Basis of Construction: The contract drawings, specifications, and design criteria as provided in the contract document is the basis of construction. The contractor shall design and construct the project in accordance with the contract documents.

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E.5.2.2.1 The contractor developed and OBO accepted design shall be the guide and direction for construction operations and execution. Upon acceptance of the Final Design Documents or "Design Issued for Construction" (DIFC) set of construction documents, the Contracting Officer may issue a letter of acceptance indicating that the design has been accepted. Government acceptance does not supersede the contractually documented design and construction requirements: acceptance of the DIFC documents does not relieve the contractor of compliance with contract drawings, specifications, and design criteria, and performance requirements issued in the Request for Proposal (RFP).

E.5.2.2.2 During contract performance, the contractor shall immediately notify the CO or COR of any discrepancies or omissions of design elements required by the contract drawings, specifications, and design criteria but not included in the Final Design Documents or DIFC. The notification shall include the proposed corrective action and affect on contract performance schedule, if any.

E.5.2.2.3 Reference Section/Paragraph E.5, Quality Assurance and Quality Control. Prior to submission, the contractor shall perform the necessary reviews of the design documentation submittals to ensure the minimum requirements of the Government as reflected and required by the contract drawings, specifications, and design criteria are included. After acceptance of the DIFC set by the Government, contractor initiated design and construction adjustments and alterations requests shall be processed and administered in accordance with the substitution provisions of the contract including H.39.1.6 and J.3.1, Division 1, Section 013305.

**E.6 DESIGN DOCUMENTATION REVIEW**

E.6.1 Integrated Design Review (IDR) As part of the mission of OBO to manage development of overseas building projects, reviews of design submittals ensure that the Contractor designs the project to meet the criteria stated within this contract. The focus of OBO's reviews are in three major areas: contract requirements, quality of documentation, and compliance with DOS' Security Classification Guidance for Design and Construction of Overseas Facilities, dated May 21, 2003. The purpose of each IDR is to promptly identify significant design issues, followed by their timely resolution. Reviews utilize the "Document Review and Checking" software (DrChecks), which is part of OBO's ProjNet Applications. The Contractor shall use DrChecks during project reviews. See Section E.7, "Project Communications" and Section E.8, "ProjNet-C" for more information regarding this technology and training on it and the IDR that will be provided by OBO. Software program management and user support is provided through OBO/PDCS/DE. Refer to Section F.14 for quantities of submittals required. Classified and SBU/NOFORN submittals and IDR comments and backchecks shall be conducted via ProjNet-C.

**E.6.2 General Review Procedures**

E.6.2.1 General The Integrated Design Review (IDR) process consists of two distinct efforts, an endeavor to identify key design issues, and the activity of resolving those issues as an integrated team. The test of a successful review is in its ability to identify critical issues and to bring those issues to successful conclusion in the design. The time to bring issues to final resolution becomes crucial as it affects the cost and delivery of every project. It should be the focus of every team member to reach resolution in as expedient a manner as possible. The NEC project will have 2 formal IDR's. An IDR will be held at both Construction Document Phases; CD-1 and CD-2. The IDR involves six

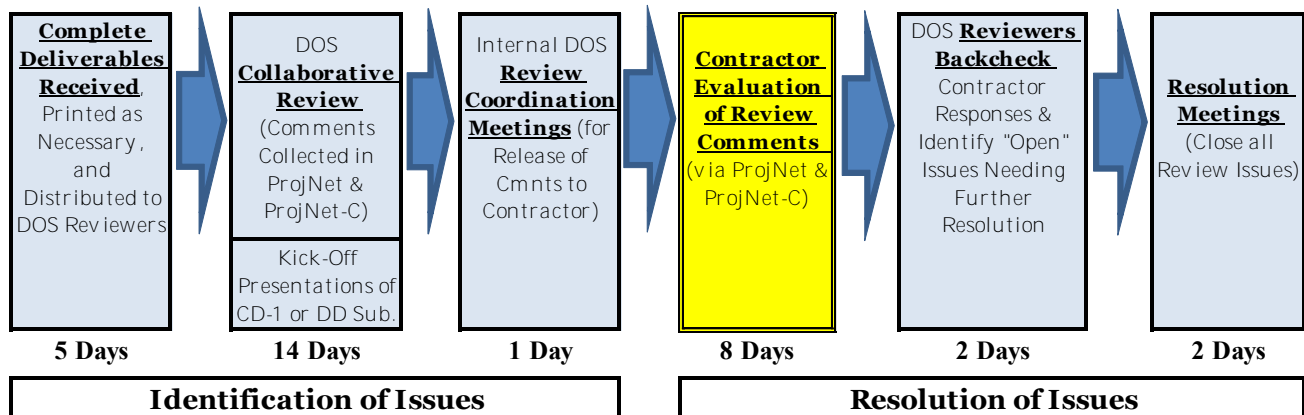
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primary steps: 1) Review Kick Off Meeting; 2) Collaborative Review (Review Comments Collected in Database); 3) Technical Coordination and Review Coordination Meeting; 4) Contractor's Response; 5) Reviewer Backcheck; and 6) Resolution Meeting. It is the role of the Contractor to ensure that their overall schedule is integrated to accommodate the time required for the IDRs. It is the role of the ACOR or the COR to assure that these procedures are scheduled and implemented on the Project. The same IDR process will be conducted concurrently for the unclassified/SBU document on ProjNet and the classified/SBUNOFORN document on ProjNet-C.

**OBO's Integrated Design Review (IDR) Process**

(as rev. 4/18/12)



**E.6.2.2 Review Kick Off Meeting** Following the delivery and distribution of contract deliverables (generally 5 calendar days), the OBO design team lead by the COR/ACOR will conduct a kick off meeting with the intent of validating the completeness of the design submittal and reviewing current contract requirements and outstanding design issues. At a minimum this meeting will review the following:

- The completeness of the contract deliverable, identifying any missing or incomplete submittal requirements, and their impact on the review.
- Acceptability (preliminary) of document against the Security Classification Guide.
- Appraise the team of the design review schedule.
- Review outstanding changes or contract modifications that might impact the review.
- Review discipline assignments in the review.
- Review previous comments and their incorporation.
- Identify design review conventions and working process.

Failure by the Contractor to comply with the contract may be grounds for rejection. Failure of the USG to identify non-compliant items does not relieve the Contractor of his duty to comply with the contract requirements.

**E.6.2.3 Collaborative Review (Review Comments Collected in Database)** OBO reviewers are responsible to review the design within the confines of their technical expertise. As a compliance review, comments will focus primarily on technical requirements as derived from a requirement, quality and security

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classification review. Additionally, reviewers will assess the overall level of submittal quality. Reviewers will be utilizing DrChecks and are asked to reference each of their comments to the contract.

E.6.2.4 Technical Coordination and Review Coordination Meeting Scheduled by the ACOR and facilitated by OBO's Technical Team Leader, a thorough review of design comments is conducted with the purpose of screening out and editing review comments. It is the goal of this coordination to delete and edit those comments that lack technical merit, or that place a new requirement on the contractor and his design. Previous experience demonstrates that this phase of the review can result in a significant reduction in the number of comments and will provide clarification to relevant design issues. Prior to this meeting, each technical expert is expected to thoroughly review all comments within their discipline. The purpose of the Review Coordination Meeting is to coordinate (editing or deleting) any conflicting, non-substantive, duplicative, or out of scope design issues, and bring resolution to those issues within the Government's review team.

E.6.2.5 Contractor Evaluation and Response to Review Comments With the completion of the Government's technical coordination, the design review is opened to the Contractor for technical feedback. The Contractor is required to review and respond to each technical issue. DrChecks provides a structured methodology allowing the Contractor to provide his concurrence or non-concurrence to any issue. Additionally, each review comment can be tagged to its potential impact on cost, scope, or schedule. The Contractor is expected to respond to any non-concurred comment with a thorough explanation and justification.

E.6.2.6 Reviewer Backcheck With the Contractor's completion of the comment responses, the originating reviewer back checks the Contractor's responses. The originating reviewer is responsible in his back check to "Close" issues in DrChecks that are responded to satisfactorily by the Contractor; i.e., if the reviewer agrees with the response of the Contractor, the comment will be closed. Issues that remain "Open" are to be accompanied with a technical discussion of the issue justifying the reviewer's technical position. "Open" comments shall reflect only those design issues where the Government and the Contractor differ substantially in their interpretation of a technical design requirement or its implementation. Issues that are designated as "Open" should be followed up as a technical discussion with technical counterparts as long as the issue remains technical rather than contractual.

E.6.2.7 Resolution Meeting Run by the ACOR, with support by the Technical Team Leader and team, a review of all "Open" design issues is conducted in a meeting of key stakeholders and decision makers held at OBO. An issue-by-issue evaluation is conducted, and resolution reached between the government and the Contractor on all outstanding review items. All "Open" items will be "Closed" with an agreed upon resolution or action. Following the conclusion of the meeting, all parties will commit to their acceptance of the decisions by signing a "resolution report" that details the decision.

E.6.3 Construction Document IDRs These IDRs will follow the generic IDR process described in E.6.2. The CD-1 IDR will integrate the review of the CD-1 submittal along with a presentation to the team, post, as well as the certification process for the project. It includes a formal presentation of the CD-1 submittal by the contractor as part of the kick-off meeting. Due to the complex coordination that will be required by OBO to kick off and execute this IDR, the Contractor will need to carefully schedule and coordinate the CD-1

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deliverables well in advance. For CD-1 documents and presentation requirements, see Section C.4. For additional information on the review for certification requirements, see Section F.14.4.

E.6.4 CD Backcheck OBO will review this Construction Document submittal as backcheck documents to validate that previous comments are resolved. OBO will provide discussion of any unresolved comments via DrChecks. Those issues will be presented to the Contractor 20 days following receipt of the CD backcheck documents. The Contractor shall respond to all Government comments in ProjNet and ProjNet-C resulting from the Government review of the CD backcheck submittal. While there is not normally a requirement for a resolution meeting for this backcheck, if there are substantial outstanding issues, the Government reserves the right to request a resolution meeting. Those issues will be resolved and incorporated into the documents per Section F.14.7.

E.6.5 Interim Review An "Interim Review" is intended to provide the Contractor with a "compliance" review with the sole purpose of reducing a Contractors risk when fast-tracking construction. "Interim Reviews" are not intended to supersede or substitute for the required design review process or stages of review imposed in E.6.1 Integrated Design Review or E.6.2 General Review Procedures. "Early Site Work" must be submitted with required deliverables identified in E.6.2.1.

E.6.5.1 "Interim Reviews" will be initiated at the request of the Contractor only, and will always be limited in distribution to those disciplines directly involved with the professional content of the material. The sole purpose of an "Interim Review" is to help reduce the Contractor's risk of proceeding with construction ahead of the formal design reviews mandated by Section E.6.1. OBO will work with the Contractor to define the appropriate disciplines and offices within OBO to review material and to coordinate scheduling of an interim review based on the availability of OBO staff.

E.6.5.2 Interim Review Process and Procedures Within the Contractor-developed *Project Execution Schedule*, (See Section 013205 of the J.3.1 OBO Project Specific Division 1 Specifications) the Contractor shall communicate the number and type of "Interim Reviews" necessary to support its schedules. The Contractor shall work with the COR to clarify the extent and content of documents being submitted for "Interim Review."

E.6.5.2.1 Contractors in their planning should clearly delineate:

- The engineering disciplines involved;
- Quantities of review documents needed;
- Backup calculations and reports required to support design decisions;
- Proposed packaging of the submittal to facilitate distribution to reviewers
- The classification of the documents to be reviewed

E.6.5.2.2 Contractors must plan to incorporate backup and supporting documents with their submissions in order to provide the Government technical staff with a complete picture of their design work. These materials should include drawings, specifications, engineering reports, and design calculations sufficient to demonstrate compliance with the contract.

E.6.5.2.3 Contractors must plan on a minimum of 14 calendar days for government review for each "Interim Review."

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E.6.5.2.4 Upon receipt of documents from the Contractor, the Government will perform a "Compliance" review of documents. Unclassified and SBU review comments shall be collected utilizing the ProjNet "DrChecks" tool. All comments relating to the classified documents will be made utilizing the ProjNet-C "DrChecks" tool.

E.6.5.2.5 Reviews will not be undertaken with the goal of coordinating design packages, performing interdisciplinary/constructability checks, or otherwise replacing required Contractor quality control efforts. Government reviewers will review Contractor design material to verify an adherence to contract requirements only. The design review process by the Government is not to be interpreted as an approval opportunity of the Contractor's apparent progress toward meeting contract requirements, but is intended to discover information that can be brought to the Contractor's attention that might prevent costly error and misdirection. The Contractor shall remain completely responsible for designing and constructing the building in full compliance with the requirements of this contract.

E.6.5.2.6 No attempt will be made during an "Interim Review" to facilitate a resolution process similar to the Integrated Design Review (IDR) process. Issues raised during the review may be carried over by a reviewer into a formal IDR review when appropriate, and the IDR review used to resolve the technical issue presented.

E.6.5.2.7 "Interim Reviews" will be posted on ProjNet and ProjNet-C but the requirement of the Contractor to provide an evaluation to the Government comments, and for Government reviewers to provide a backcheck followed by an IDR meeting will not be imposed.

E.6.5.2.8 The issues identified by the Government in its "Interim Review" are provided in an attempt to facilitate the Contractor's execution of the work and to reduce their project risk. Failure on the part of the Government to identify deficiencies in the Contractor's design does not relieve the Contractor of the requirement to meet all contractual requirements.

**E.7 PROJECT COMMUNICATIONS**

E.7.1 General OBO has an accredited web-based Extranet that enhances the security associated with the exchange of DOS design/construction data and provides business applications that improve communication between OBO and partner contracting activities. The service name is ProjNet (Project Extranet). This service is available to support the project communication needs of both the Contractor and the Government (USG). Classified ProjNet (ProjNet-C) is a separate system and is addressed in E.8.

E.7.2 System Capabilities ProjNet has been developed to support web-based USG-to-Business applications related to the DOS's facility engineering, design, and construction projects worldwide. In general, ProjNet supports four generic types of business processes: document collaboration, work product evaluation, contract monitoring, and information dissemination. The following applications are available to support the contract. While there are additional applications being developed, current, and active applications are described below.

E.7.2.1 FILER FILER is a collaborative application that allows authorized project participants to exchange documents among a specific work group. ProjNet will support document collaboration among project teams. In FILER, design

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drawings and related documents may be transmitted among business partners. FILER provides permission framework and access designations to files stored on the ProjNet server. As required, audit information may also be tracked. ProjNet's FILER meets the FPS-140 USG requirement to electronically encrypt SBU data. FILER is currently DOS's only approved method for transmitting Sensitive But Unclassified (SBU) information across the Internet.

E.7.2.2 DrChecks Contract deliverables (typically plans and specifications) will be reviewed for contract compliance utilizing a document review and checking tool called DrChecks. DrChecks assists the design team (both Contractor and USG) in collecting, organizing, and tracking design issues to a resolution. DrChecks is the tool that supports the Integrated Design Review process (See E.6.2). **DrChecks will also be required to support the Request for Information (RFI) process.**

E.7.2.3 Submittal Register This electronic submittal tool standardizes and organizes construction submittals in single location online. This application automates the workflow for construction submittals including the collection, coordination, technical evaluation, and approval of submittals in pdf format. The application is designed to be used by the General Contractor, his suppliers, the Designer of Record, and by Government Quality Assurance and technical staff. See Division 1 specs section 01331 for requirements on usage of the Submittal Register module in ProjNet.

E.7.3 Classification and Sensitivity of Data Processed ProjNet will support Sensitive But Unclassified (SBU) data only. Classified and SBU/NOFORN (No Foreign Dissemination) information is not allowed on ProjNet. The only allowable electronic transmission method for classified and SBU/NOFORN is ProjNet-C (see E.8). It is the responsibility of all ProjNet users to understand the Department of State's classification guidelines, and to limit the distribution of data on the ProjNet site to unclassified and SBU information only. **All movement of unclassified and SBU electronic project files across the web will be limited to ProjNet in order to protect data from interception.** The Department of State, Bureau of Diplomatic Security will have complete access to all ProjNet data and logs with the purpose of policing classification guidelines. The hosting website and equipment supporting ProjNet are USG owned; all data passing across the website shall be construed as the property of the USG, subject to enforcement of its classification guidelines.

E.7.4 Service Operation ProjNet uses Secure Socket Layer (SSL) technology to transmit data between client and server. This technology is built into the site so it is accessible from any Internet connection. Access to ProjNet begins with a request from the prime contractor to the ACOR. Each prime Contractor's Facility Security Officer will be responsible for validating and approving his sub-contractors and vendors access requests before forwarding them to OBO. The ACOR will be responsible for the review and approval of all requests, and certifying access as necessary to the Department's mission.

E.7.4.1 USG's Role The USG will support the use of the SSL technology to all Contractors and their sub-contractors. The USG will assist users with login, program usage support, and management of server hardware and software. The USG will support the Contractor's implementation of ProjNet by providing an online training course, available via the Foreign Service Institute (FSI), at the Contractor's expense. Instructions for completing the training will be provided by the COR.



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E.7.4.2 Accounts and Passwords Once users have a connection to ProjNet, they identify themselves to the application using a unique password. OBO will be responsible for creating and setting up all user accounts. A unique password for each user is automatically generated for that user by the system. Using their unique password, users may login to the appropriate ProjNet application.

**E.7.4.3 Contractor's Role:** It will be the Contractor's responsibility to send the COR a complete list of all required users for the system from each company, including subcontractors required for the project. Requests for ProjNet access for any subcontracting firms or vendors owned by, or operated in, any country on the Prohibited Countries List, will not be approved. The USG will provide the contractor with a registration form requiring the name, telephone number, email address, and verification of US Citizenship for each ProjNet user. For requests involving non-U.S. Citizens, the contractor must also provide country of citizenship, passport number, passport issue place and date, passport expiration, birth date and place, birth name and other names used, and name in the local language characters for each user. Requests for ProjNet access by citizens of any country on the Prohibited Countries List will not be approved. It will be the responsibility of the Contractor's Facility Security Officer to monitor and ensure their personnel are following the Business Rules associated with ProjNet.

E.7.4.4 Design Professional and Contractor Connection Requirements All Architectural/Engineering/Construction project team members are required to have broadband Internet service and a compatible web browser to gain access and use ProjNet. Browser compatibility can be tested and confirmed on the ProjNet website.

E.7.5 Business Rules:

E.7.5.1 The Contractor is restricted from transporting unencrypted SBU data electronically across the Internet using email, FTP sites, or commercial web sites. OBO encourages contractors to utilize all contract drawings and documents as if they are SBU, in order to minimize risk.

E.7.5.2 ProjNet supports up to Sensitive but Unclassified (SBU) data only. It is the responsibility of all ProjNet users to understand the Department of State's classification guidelines, and to limit the distribution of data on the ProjNet site to unclassified information. Classified or SBU-NOFORN information shall not be transmitted via the ProjNet site, or any other electronic transmission using the Internet. See E.8 for electronic transmission of classified using ProjNet-C.

E.7.5.3 Contractor personnel with access to ProjNet must be U.S. citizens or may be non-US Citizens that have obtained approval to operate the system from the Department of State (DOS). The Contractor cannot grant non-U.S. citizens access to ProjNet without prior DOS approval. Contractors wishing to nominate non-US citizens for access must also provide country of citizenship, passport number, passport issue place and date, passport expiration, birth date and place, birth name and other names used, and name in the local language characters, if applicable, for each user to the COR and DS for registration/approval. Requests for ProjNet access by citizens of any country on the Prohibited Countries List will not be approved. Government denial of non-U.S. Citizens or subcontractors for security reasons can be made without providing rationale for denial.

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E.7.5.4 It shall be the responsibility of the Contractor's Facility Security Officer to register, maintain, and delete all user accounts to the system on a need to know basis.

E.7.5.5 All new ProjNet users, or those requiring remedial training, will be required to complete the Foreign Service Institute's (FSI) distance learning course PA526- ProjNetSM (Facilitating Design and Construction Communication Utilizing the ProjNet Extranet Technology) in advance of being issued a new user account. The cost per person is approximately \$65.

E.7.5.6 Individual users in each office will be provided with a system-generated password that will enable access to that user only.

E.7.5.7 Users shall protect their passwords as SBU information, and refrain from sharing their access into the ProjNet system.

E.7.5.8 ProjNet workstations should not be left unattended while an active ProjNet work session is ongoing. Users should logout of ProjNet after each work session.

**E.7.6 ProjNet Connectivity**

ProjNet is utilized in a web-based environment and therefore subject to the inherent speed and connectivity problems of the Internet. The Contractor is responsible for its own connectivity to the Internet. ProjNet response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, current traffic on the Internet, bandwidth, and hardware latency. The Government will not be liable for any delays associated from the usage of ProjNet including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information. The Contractor should ensure that connectivity to the ProjNet system is accomplished through DSL, cable, or other broad band connection. Under no circumstances shall ProjNet usage be grounds for a time extension or cost adjustment to the contract.

**E.8 ProjNet-C (Classified ProjNet)****E.8.1 General**

E.8.1.1 OBO is deploying to select contracts/projects a SECRET web-based extranet that enhances the security associated with the exchange of DOS design/construction data and provides business applications that improve communication between OBO and partner Contractors. The service name is ProjNet-C. The process for classified design reviews, deliverables and submittals will be conducted on ProjNet-C concurrently, and in the same manner as that described in E.7 for ProjNet.

**E.8.2 System Capabilities**

E.8.2.1 ProjNet-C has been developed to support SECRET web-based USG-to-Business applications related to the DOS's facility engineering, design, and construction projects worldwide. ProjNet-C is a suite of tools that support the secure exchange of SECRET, CONFIDENTIAL, and SBU/NOFORN information through specific business processes. This exchange is facilitated between OBO and partner Contracting activities. Government agency subscriptions to ProjNet-C allow authorized use of specific tools to all appropriate Contractors, to ensure the security of information transfer and to promote project collaboration. By providing a standard platform for the SECRET web-based exchange of government

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project data, ProjNet-C provides a unique and critical service to the United States of America.

E.8.2.2 ProjNet-C is a combined effort for a secure enclave of information exchange at the SECRET level. The addition of the secure cryptographic components will allow deployment of a separate replica of the SBU ProjNet enclave with the appropriate requirements to facilitate the application's use with data containing a classification of up to, and not to exceed, the SECRET level.

E.8.2.3 In general, ProjNet-C supports the same business processes as the SBU ProjNet enclave.

#### E.8.3 ProjNet-C Hardware Requirements

Note: Contractor facilities already possessing ProjNet-C workstations shall not be issued new workstations, but shall utilize their existing workstations. However, they may nominate subcontractors who do not currently possess ProjNet-C.

##### E.8.3.1 ProjNet-C Hardware Required at Domestic Contractor Facilities

Because ProjNet-C operates at the SECRET level, specific hardware is required prior to deploying ProjNet-C to domestic Contractor Facilities.

##### E.8.3.1.1 The following will be provided by the USG at no cost to the Prime Contractor:

One (1) workstation (monitor, key-board, PC tower) will be provided to the Prime Contractor facility and up to three (3) additional workstations will be provided to cleared subcontractor facilities designated by the Prime Contractor. Nominated subcontractors must have a valid need to receive and send classified documents and drawings relating to this contract, and must possess a Defense Security Service (DSS) approved standalone classified Information System (IS).

The workstation will be equipped with a removable hard disk drive (HDD), which will be provided, controlled, and serviced by the ProjNet Operations Center. When not in direct use, the HDD shall be secured by the contractor in its DSS-approved container. The contractor COMSEC Custodian will maintain the responsibility for physical control of this workstation.

##### E.8.3.1.2 The following will be required at each Contractor facility which will host ProjNet-C. This equipment will be obtained at the contractor's expense:

One (1) Encryption Device (KG175D, Model-TACLANE-Micro Unit) and appropriate fill device with cables, obtained from NSA through the contractor's COMSEC account. (DOS will sponsor Contractors who do not already have a COMSEC account upon selection for contract award.) Approximate cost \$10,000.

One (1) secure telephone (vIPer) obtained from NSA through the Contractor's COMSEC account. If the contractor already has a secure telephone under an NSA COMSEC account not associated with ProjNet-C, the Contractor shall notify DS/IS/IND after contract award. There is no need for another secure telephone to be ordered. Approximate cost \$3,000.

One (1) Analog telephone line for the secure telephone (vIPer).

One (1) Sticky or (1) Static Public IP address from local internet service provider for the TYPE 1 Encryption device (KG 175).

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Sufficient bandwidth through local internet provider (ISP) to accommodate file transfers via ProjNet-C connection. (Note: A minimum of 3-6Mb of bandwidth is recommended for proper productivity. This can be shared off of an existing connection but should be acceptable up to 6Mb of saturation from ProjNet-C usage.)

E.8.4 Request Process for Obtaining ProjNet-C at Domestic Contractor Facilities

The points of contact for the OBO ProjNet-C Team and DS/IS/IND will be provided to the Facility Security Officer (FSO) after contract award and/or during the COMSEC sponsorship process by DS/IS/IND. Additionally, DS/IS/IND will provide a booklet entitled "ProjNet-C: What You Need to Know" to new ProjNet-C users after contract award and/or during the COMSEC sponsorship process.

E.8.4.1 Once the contractor has obtained a COMSEC account and ordered the equipment listed in E.8.3.2, the FSO will notify DS/IS/IND and the ProjNet-C Team of the estimated delivery dates for coordination of the delivery of the ProjNet-C workstation.

E.8.4.2 Deployment of ProjNet-C Hardware to Contractor Facility

The OBO ProjNet-C Team will arrange delivery of the ProjNet-C workstation to the contractor facility for the initial start up of operations. The ProjNet-C Team will visit each designated contractor ProjNet-C site, load COMSEC encryption, and test the system between the contractor facility and OBO. Once the connection is validated, the ProjNet-C ISSO will assist with initial account log-on and send and receive functions.

E.8.4.3 Turn-in of ProjNet-C Hardware

When the US Government determines that ProjNet-C is no longer required at a Contractor facility, the Contractor COMSEC custodian will be directed to coordinate the disposition of COMSEC hardware and KEYMAT with NSA. The workstation will be shipped back to the ProjNet Operations Center. The removable HDD must be shipped separately by the contractor; instructions for its return will be provided by the OBO ProjNet-C Team.

E.8.5 ProjNet-C Password Management

E.8.5.1 Passwords for cleared personnel at domestic Contractor facilities will be requested from OBO Document Control, by the FSO. A Visit Authorization Request must be on file with DS/IS/IND prior to requesting passwords. Clearance and COMSEC verification will be made internally at DoS before any passwords are issued to personnel at domestic Contractor facilities. Passwords will only be issued by OBO Document Control via secure telephone. The number will be provided by the ProjNet-C Team when ProjNet-C is set up at the facility.

E.8.5.2 It shall be the responsibility of the Contractor to ensure ProjNet (SBU application) training and an SBU ProjNet password has been issued to all personnel prior to making a request for a ProjNet-C password. ProjNet-C passwords CANNOT be issued to anyone who has not taken the ProjNet training and been granted an SBU ProjNet password first.

E.8.5.3 Passwords are good for a period of six months after their creation. Users logging in after the six month anniversary date of the creation of the current password will receive a notification that his/her password has been changed in accordance with ProjNet-C security policy. Users are given one opportunity to view and record the new password. Following this page, users are required to re-login with the new password. The OBO ProjNet-C Call Center is

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able to view the temporary password to provide to the user only once. The temporary password must be reset upon first use.

**E.8.6 ProjNet-C Hardware Required at the Project Site**

OBO will provide a ProjNet-C workstation and associated equipment, including any printing equipment and expendables, to be utilized by authorized OBO and Contractor staff in the Access Control Facility at the project site. ProjNet-C access and equipment will be under the control of the Site Security Manager. The contractor shall be responsible for securely procuring and securely shipping an IPS (Information Processing System) security container.

E.8.6.1 The contractor shall be responsible for obtaining one (1) IPS container, in which the KG-175 will operate. Contractors do not have to have a COMSEC account to order the IPS, which can be obtained from the following vendor: Advance Program, Inc., (410)312-5800. The following constitutes a full IPS order:

Model TSM131 IPS Container, Fan Cooling - YCS-TSM131WDFC - \$7,795

19" Slide-out Rack Assembly - YCS-TSM2006U-SR - \$425

Black Sparation Cable Box - YCS-TSM444-BCB - \$275

Thermostatic fan Controller - YCS-TSM-AC-TFC - \$225

If the contractor wishes to purchase a different brand/model/vendor, the FSO shall obtain written authorization from the OBO ProjNet-C team prior to ordering. The contractor shall ensure secure procurement by utilizing a Secret cleared contractor to procure the IPS container, and shall not disclose the ultimate destination of the IPS to the vendor.

E.8.6.2 The contractor shall be responsible for providing secure shipment of the IPS container from its CRP to the project site Secure Storage Area (SSA). OBO will procure and ship all other ProjNet-C hardware to the site SSA.

E.8.6.3 OBO will provide and arrange service for the analog telephone line for the secure telephone, a Sticky or Static Public IP address from local internet provider (ISP) for the TYPE 1 Encryption device (KG 175) and sufficient bandwidth through local internet provider to accommodate file transfers via ProjNet-C connection.

E.8.7 Removal and disposal of ProjNet C hardware at the project site.

E.8.7.1 At the completion of the project, the OBO Project Director, in consultation with the SSM, will handle the return of the ProjNet-C workstation and the printing equipment to OBO via classified pouch.

E.8.7.2 The OBO ProjNet-C Team will handle the disposition of the KG175D and STE or VIPer phone.

E.8.7.3 The Contractor is responsible for removal of the IPS container, which, if in good condition, may be reused at another location/project.

**E.9 DESIGN-BUILD TEAM INTEGRITY**

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Contractor cannot change their design partner (lead designer) and proposed team without the approval of the Contracting Officer.

**E.10 SITE DATA PROVIDED BY THE GOVERNMENT**

E.10.1 Offerors may rely on the accuracy of site surveys, subsurface or physical site data and similar information provided by the Government concerning the location of existing utilities or structures, to the extent of the information shown or indicated therein. However, the Government does not warrant that such information is complete, or that such surveys or data reveal all of the conditions that may be encountered on the site. Offerors shall not rely upon any interpretation or opinion provided by the Government concerning such data or information unless such data is specifically incorporated into the Solicitation Documents or the proposed Contract Documents. Issuance of such information indicated as being "for information only" or identified with words of similar effect shall not be construed as incorporation into the Solicitation Documents or the proposed Contract Documents. It is the responsibility of the Offeror to determine whether any additional site investigation is required, and to make such investigations.

E.10.2 Information Concerning Host Country: Bidders shall not rely on any information provided by the Government concerning the host country, such as climatological data at the site, local laws and customs, currency restrictions, taxes, or the availability of local labor, materials and transportation, etc. It is the responsibility of the Offeror to determine whether any additional site investigation is required, and to make such investigations at the Offeror's expense to determine and gather the information necessary to perform each task order.

E.10.3 Information Obtained by Offeror: Before submitting a proposal, each Offeror shall, at its own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information which the Offeror requires.

E.10.4 Notice of Errors or Discrepancies: Offerors shall promptly notify the issuing office of any apparent ambiguity, inconsistency or error in or among the Solicitation Documents, the proposed Contract Documents, site data provided by the Government, and the requirements of applicable laws, regulations or customs, which they discover as a result of their examination of such documents or upon examination of the project site and review of local conditions affecting the performance of the contract. If necessary, the Government will issue Amendments to supplement the documents or correct any ambiguity, inconsistency or error found.

E.10.5 Explanation to Prospective Offerors: Any prospective Offeror desiring an explanation or interpretation of the Solicitation Documents or the proposed Contract Documents must request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their Proposals. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment of the solicitation, if that information is necessary in submitting Proposals or if the lack of it would be prejudicial to any other prospective Offerors.

E.10.6 Pre-Proposal Conference

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E.10.6.1 A Pre-Proposal Conference may be held at the time, date and place specified in each individual Task Order.

E.10.6.2 Attendance to the Pre-Proposal Conference shall be limited if specified by the Task Order. Offerors are requested to advise the issuing office of attendee's names, passport numbers, positions, and security clearance levels (if task is classified, Visit Authorizations must also be submitted to DS/IS/IND in accordance with the DD Form 254 issued with the contract) by the close of business on: WILL BE IDENTIFIED UNDER EACH TASK ORDER REQUIREMENT.

To be identified in the individual Task Orders.

E.10.6.3 Each Offeror is responsible for making all arrangements and for all its costs and expenses to attend and participate in the Pre-Proposal Conference.

E.10.6.4 Technical and contracting personnel will be available to discuss unclassified subjects. In order to allow preparation of responses and to expedite discussion, Offerors are requested to submit their questions in writing to the Contracting Officer at least five (5) business days prior to the date of the pre-proposal conference. Each question should clearly specify the solicitation area (page, etc.) to which it refers.

**E.11 EARLY OR INTERIM POSSESSION AND USE**

E.11.1 Right to Take Possession and Use: The Government shall have the right to take possession of and use any completed or partially completed part of the work prior to substantial completion, upon notice to the Contractor, and may thereafter return possession to the Contractor. Before taking possession of or using any work, the COR shall furnish the Contractor a list of items of work remaining to be performed, completed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the COR to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's early or interim possession or use prior to substantial completion shall not be deemed an acceptance of any work under the contract.

E.11.2 Responsibility for loss or damage: While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities".

E.11.3 Equitable adjustments: If early or interim possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Contract Price or the Contract Time, and the contract shall be modified in writing accordingly.



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CLAUSES INCORPORATED BY REFERENCE

FAR SOURCE TITLE, DATE, REFERENCE

Note:

*Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.*

*Clauses numbered 652.XXX... Are Department of State Acquisition Regulation (DOSAR) Clauses.*

**F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**  
**Alternate I (APR 1984)** (Reference 11.404)

Complete blanks as follows:

(a) 10

(c) the completion date/period: The period of the contract for substantial completion shall be calculated from date of issuance of Limited NTP-Design and shall be no more than:

Project Name	Project Duration	Substantial Completion	Final Acceptance Date
		*	**

\*The Date for Substantial Completion shall be the date of NTP + Project Duration (See Section/Paragraph E.2 SUBSTANTIAL COMPLETION)

\*\*The Date for Final Acceptance shall be the Date for Substantial Completion + 60 days or longer period as agreed and authorized by the COR.

**F.2 RESERVED**

**F.3 52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)** (Reference 11.503)

(a) if applicable, the amount will be specified in the Task Order.

See Section/Paragraph E.2 SUBSTANTIAL COMPLETION

**F.4 52.211-13 TIME EXTENSIONS (SEPT 2000)** (Reference 11.503)

**F.5 52.242-14 SUSPENSION OF WORK (APR 1984)** (Reference 42.1305)

**F.6 SCHEDULES** (See J.3.1, Project Specific Division 1, Section 013205 for detailed Requirements)

**F.6.1 CONTRACTOR'S SUBMISSION OF PROJECT EXECUTION SCHEDULES**

F.6.1.1 The time for submission of the schedules shall be as required in J.3.1, Project Specific Division 1, Section 013205.

F.6.1.2 These schedules shall include the time design, construction, shop drawings, product data, samples and other submittals required by the contract to be submitted for acceptance.

F.6.1.3 The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the COR to achieve coordination with work by the Government and any separate contractors employed by the Government. The Contractor shall submit schedules on the last day of the preceding month for the

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next months work. The schedule shall sequence work so as to minimize disruption at the jobsite.

F.6.1.3 All deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed on account of a delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified as required by the contract.

**F.7 WORKING HOURS** (See J.3.1, Project Specific Division 1, Section 011005)

**F.8 EXCUSABLE DELAYS**

F.8.1 The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default (see Section/Paragraph I.153). Examples of such cases include (1) acts of God or of the public enemy; (2) acts of the United States Government in either its sovereign or contractual capacity; (3) acts of the government of the host country in its sovereign capacity; (4) acts of another contractor in the performance of a contract with the Government; (5) fires; (6) floods; (7) epidemics; (8) quarantine restrictions; (9) strikes; (10) freight embargoes; and (11) unusually severe weather.

F.8.2 In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

**F.9 DELIVERABLES/SUBMITTALS**

F.9.1 The contractor shall furnish the following deliverables/submittals listed below as well as all other identified under this contract. All classified deliverables/submittals will be submitted via ProjNet-C. All Unclassified submittals, except bonds and insurance shall be uploaded to ProjNet, unless waived by the Contracting Officer.

#	Description	Reference	Delivery Date	Deliver to:
1.	Bonds, Payment and Performance	H.4	30 calendar days after contract award	Contracting Officer
2.	Insurance	H.1, H.3, Section I, Part 4.2	30 calendar days after award	Contracting Officer
3.	Sensitive Positions, Contract Section H-37		45 calendar days after contract award	COR
4.	Bios on Personnel - Contract Sections H.6.9, H.36, & H.37		45 calendar days after contract award	COR
5.	Pre-construction		After LNTP for	Contracting

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	Conference - Contract Section H.45 and Div 1 011005 Construction Execution and Coordination	Construction, but no later than 30 calendar days prior to mobilization.	Officer
6.	Payment Request Sec/Para I.136 See Section G	last calendar day of each month	COR
7.	Onboard rated and freighted ocean bill of lading for each shipment, Contract Section D.4 and FAR 52.247-63/64	Within 20 working days of the date of loading for shipments originating in the US, and 30 working days for shipments originating outside the US.	1. COR, & 2. Maritime Administration (MARAD), Office of Cargo Preference, 400 Seventh Street, SW, Washington, DC 20590.
8.	Cisco Equipment MAC Addresses and serial numbers. Contract Section H.47.2	Prior to the equipment installation	COR
9.	Final Geotechnical Report signed and sealed by the consultant, Contract Section C	Prior to LNTP for Construction	COR
10.	Special Warranty, H.42.2	With request for inspection for Substantial Completion.	COR
11.	<b>Div 1 011005 Construction Execution and Coordination</b>		
a.	Organization Chart & Staff resumes	30 calendar days prior to site mobilization	COR
b.	Staff Qualifications as required by Contract Sections B-J	30 calendar days prior to site mobilization.	COR
c.	Site Utilization Plan	30 calendar days prior to site mobilization.	COR
d.	Confirm Property Survey	30 calendar days prior to site mobilization.	COR
e.	Monitoring Plan for Historic and Significant Properties	Prior to excavation	COR
f.	Instrumentation Reports	Weekly	COR
g.	90 days Look Ahead	30 calendar days prior to site mobilization, and thereafter in 30 calendar day increments	COR
h.	Final Property Survey	Prior to (SC) Substantial Completion	COR
i.	Photographic Video/Survey	45 calendar days after Contract Award	COR
j.	Individual Shipping Plans for all GFCI	45 days after LNTP for Construction.	COR
k.	Occurrence Report	Within 24 hours of each	COR

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		incident	
1.	Meeting Minutes	TBD, 24 hours after Project Progress Meeting	COR
<b>12.</b>	<b>Div 1 013114 Coordination Drawings</b>		
a.	Coordination Drawings prepared by Contractor	120 calendar days from Contract Award, but not less than 30 days prior to date required by Contractor	COR
<b>13.</b>	<b>Div 1 013205 Project Schedules</b>		
a.	Initial Project Execution Schedule (IPES)	30 calendar days after contract award	ACOR/CO
b.	Baseline Project Execution Schedule (BPES)	Acceptance is prerequisite for NTP for Construction	ACOR/COR
c.	Project Execution Updates of IPES and BPES, and Monthly Progress Report Clause 52.236-15	Monthly updates starting with the acceptance of the IPES, and with Monthly Payment Requests	COR
<b>14.</b>	<b>Div 1 013305 Construction Submittals</b>		
a.	Submittal Register - Div 1 and Contract Section H.39.1.2	30 calendar days prior to construction activities	COR
b.	Material Substitution Request Form	As Required	COR
c.	Procurement Log	With PES (Procurement Execution Schedule)	COR
d.	Product Data	Refer to technical specification sections	COR
<b>15.</b>	<b>Contract Section E.4 and Div 1 013329 Construction Phase LEED Submittals</b>		
a.	LEED Action Plans	30 calendar days from Notice to Proceed	COR
b.	LEED Progress Reports	Concurrent with each application for payment	COR
c.	LEED Documentation submission to USGBC - Contract Section E.4	30 calendar days following the date of Substantial Completion	USGBC Copy to Contracting Officer
d.	Proof of acceptance of the documentation by the USGBC - Contract Section	40 calendar days following the date of Substantial Completion	Contracting Officer

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e.	LEED Certification documentation from the USGBC	Within 180 calendar days of Final Completion and Acceptance.	Contracting Officer
<b>16.</b>	<b><i>Division 1 Sec 013525, Construction Safety and Occupational Health</i></b>		
a.	Contractor's Accident Prevention Plan (CAPP)	45 calendar days after contract award	COR
b.	Activity Hazard Analysis	prior to each performance	COR
c.	Hazardous Activity Permit	prior to each performance	COR
d.	Material Safety Data Sheets	60 calendar days after LNTP for Construction	COR
e.	Minutes of Safety Meetings	24 hours after meeting	COR
f.	Accident Investigator Report	24 hours after occurrence	COR
g.	Potable Water Documentation	Monthly	COR
<b>17.</b>	<b><i>Div 1 013550 Construction Security</i></b>		
a.	Visit Authorization Requests (VAR), also see Contract Section H.6.2	2 weeks prior to scheduled travel date	COR/SSM
b.	BOM of Transit Security and establish BOM for CAA	90 calendar days after LNTP for Construction	COR
c.	Final BOM	Prior to Substantial completion	COR
d.	Secure Storage Area (SSA)	14 days prior to receipt of CAA materials at site	SSM/COR
e.	Access Control Facility (ACF) CAA Restricted Area	14 days prior to installation of ProjNet-C	SSM/COR
<b>18.</b>	<b><i>Div 1 013555 Secure Shipment</i></b>		
a.	General Shipping Plan	45 calendar days after LNTP for Construction	COR
b.	Individual Shipping Plan	30 calendar days prior to shipment	COR
c.	Secure Container Packing List	7 calendar days prior to sealing the container	COR
<b>19.</b>	<b><i>Div 1 014010 Contractor's Quality Control</i></b>		
a.	Contractor's Quality Control Plan	30 calendar days from Contract Award	COR
b.	Contractor QC Assignments	Ongoing; updated with	COR

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	in Resume Format	assignment changes	
c.	Contractor's Quality Control Reports	Daily	COR
<b>20.</b>	<b>Div 1 Section 015005, Temporary Facilities and Controls</b>		
a.	Site Utilization Plan	30 calendar days after LNTP for Site Mobilization and/or Construction	COR
b.	Layouts of USG Office	30 calendar days after LNTP for Site Mobilization and/or Construction	COR
c.	Layout of Project Signage	30 calendar days after LNTP for Site Mobilization and/or Construction	COR
d.	Temporary Lighting and Electrical Plan	30 calendar days after LNTP for Site Mobilization and/or Construction	COR
e.	On-going testing of Potable Water	TBD	COR
<b>21.</b>	<b>Div 1 015015 Temporary Security Facilities and Controls</b>		
a.	Site Utilization Plan	30 calendar days after LNTP for Site Mobilization and/or Construction	COR
b.	Drawings for temporary Security Facilities	30 calendar days after LNTP for Site Mobilization and/or Construction	COR
<b>22.</b>	<b>Div 1 017419 Construction Waste Management Plan</b>		
a.	Waste Management Plan	Within 15 working days of NTP or prior to any waste removal	COR
b.	Integrated Waste Management Plan	Incorporates USG comments	COR
c.	Monthly Progress Reports	Waste Removal Log with Monthly Payment	COR
d.	Final Waste Management Plan and Logs	Prepare for LEED MRC2 template required by LEED NC v.3	COR
<b>23.</b>	<b>Div 1 017705 Closeout Procedures</b>		
a.	Request for Certification of Substantial Completion	15 calendar days prior to scheduled	COR

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		Substantial Completion	
b.	Request for Final Inspection and Testing, see also Contract Section E.4	15 calendar days prior to scheduled Final Acceptance	COR
c.	Final Record Documents marked As-Built	Final Acceptance	COR
d.	Project Completion Photography	Final Acceptance	COR
e.	Asbestos and Lead Paint Certification	Final Acceptance	COR
f.	Warranty Management Plan, per FAR 52-246-21	30 calendar days before planned pre-warranty conference	COR
<b>24.</b>	<b>Div 1 017825 O+M Data</b>		
a.	O + M Library	270 calendar days prior to Substantial Completion, prior to equipment training	COR
b.	CMMS Template	60 calendar days prior to Substantial Completion	COR
c.	Preventive Maintenance Checklist	60 calendar days prior to Substantial Completion	COR
c.	Systems Manual	Required for LEED Enhanced Commissioning Task 4	COR
<b>25.</b>	<b>Div 1 017905 Demonstration and Training</b>		
a.	Training Plan	180 calendar days prior to Substantial Completion	COR
b.	Training Records	With request for inspection for Substantial Completion	COR
c.	Training and Demonstration Videos	Prior to Substantial Completion	COR
<b>26.</b>	<b>Div 1 019115 Commissioning</b>		
a.	(CCR) Contractor's Commissioning Representative Resume	30 calendar days after contract award	COR
b.	Commissioning Execution Plan	30 calendar days after contract award	COR
c.	Equipment Start-up and Energization procedures	NLT 8 weeks after Construction NTP	COR
d.	Equipment Start-up and Energization procedures and report formats	NLT 8 weeks after acceptance of associated equipment submittals	COR

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e.	Equipment Start-up and Energization Reports	NLT 1 week after successful completion of each procedure	COR
f.	Quality Control Test procedures	NLT 8 weeks after Construction NTP	COR
g.	Quality Control Test procedures and documentation formats	NLT 8 weeks after acceptance of associated equipment	COR
h.	Quality Control Test reports	NLT 1 week after successful completion of test	COR
i.	Functional Performance Testing schedule	NLT 8 weeks prior to the start of testing	COR
j.	Prefunctional Checklist	NLT 1 week prior to the Functional Performance Test	COR
k.	Short Circuit/Coordination/Arc Flash Study	Prior to Functional Performance Testing	COR
l.	HVAC Test and Balance Reports	NLT 30 calendar days prior to the scheduled request for Substantial Completion	COR
m.	Software documentation and discs that can restore all commissioned systems to their operating state.	NLT 30 calendar days prior to the scheduled request for Substantial Completion	COR

F.9.2 The following contract paragraphs require submission of various documents concerning project personnel and subcontractors. Your submission, in accordance with the time requirements specified in the individual paragraphs, must cover the design phase of the project. Submissions required by the paragraphs concerning the construction phase shall be provided as indicated in the requiring paragraph.

Section/Paragraph E.5.1.5.1, Organizational Structure  
 Section/Paragraph H.6.16, Foreign Subcontractors  
 Section/Paragraph H.36.3, Construction Personnel Security.  
 Section/Paragraph H.31, Organization and Direction of the Work  
 Section/Paragraph H.37, Sensitive Positions

Note that there may be duplications of the above submittal requirements in Division 1 of the contract. Where Division 1 addresses the same or similar submittals as described above, the submission requirements for those documents are hereby changed to the above revised submission requirements.

#### F.10 PROJECT EXECUTION SCHEDULE

See also J.3.1, Project Specific Division 1, Section 013205

F.10.1 Project Execution Schedules shall be submitted to the COR for acceptance (reference F.9 item 23). The schedule shall show the order in which the

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Contractor proposes to perform the work, and the dates on and time periods within which the Contractor contemplates starting and completing the various portions of the work, in the form and containing such detail as is required by the contract documents. The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the contract time, and (3) as required by the COR to achieve coordination with work by the Government and separate contractors. If the Contractor fails to submit any schedule or schedule revision within the time prescribed, the COR may withhold approval of progress payments until the Contractor submits the required schedule or schedule revision.

F.10.2 Acceptance of schedule When the Government has accepted any time schedule, it shall be binding upon the Contractor. The contract time is fixed by the contract, and may be extended only by a written contract modification, change order or supplemental agreement signed by the Contracting Officer. Acceptance of any schedule or revision thereof by the Government shall not (1) be effective to extend the contract time or obligate the Government to do so, (2) constitute acceptance any delay, nor (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion within the contract time.

F.10.3 Recording progress The Contractor shall record the actual progress of the work against the approved schedules in the form and at intervals as may be required by the COR.

F.10.4 Notice of delay In the event the Contractor receives a notice of any change in the work, or if any other conditions arise, which are likely to cause or are actually causing delays, which the Contractor believes may result in completion of the project after the contract time, the Contractor shall notify the COR of the effect, if any, of such change or other conditions upon the accepted schedule, and shall state in what respects, if any, the relevant schedule or the contract time should be revised. Such notice shall be given promptly, and not more than 30 calendar days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the accepted progress schedule shall only be made with the approval of the COR.

F.10.5 Maintenance of progress If the Contractor falls behind an accepted schedule, the Contractor shall take steps necessary to improve its progress or overcome any delays and ensure completion of the work within the contract time, without additional cost to the Government. In this circumstance, the Contractor shall demonstrate how the approved rate of progress will be regained and shall submit for acceptance a supplementary schedule or schedules. Methods may include: increase of any or all of the number of shifts, overtime operations, days of work, and the amount of construction planned.

F.10.6 Schedule revision and equitable adjustments Upon the request of the Contractor, the Contracting Officer shall ascertain the facts and the extent of any failure to adhere to the performance schedule resulting from alleged excusable delay. If the Contracting Officer determines that any failure to perform results from one or more of the causes for an excusable delay, the relevant schedules shall be revised, subject to the rights of the Government under the termination clause of this contract. If and to the extent considered appropriate in the judgment of the Contracting Officer, an equitable adjustment shall be made in the contract time.

**F.11 DOCUMENTATION OF REQUESTS FOR EXTENSION**

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**See J.3.4, Division 01321**

F.11.1 Any request for a time extension must be supported by the following data, and any other relevant data requested by the COR:

F.11.2 For any delays for which an extension of time is requested, (a) the exact date and degree of work stoppage, (b) the date of resumption of any or all parts of such work, and (c) a description of the nature of the delay and the degree, if any, to which the Contractor could have reasonably anticipated and guarded against such delay or damage incidental thereto.

F.11.3 For delays in receipt of Contractor furnished materials, (a) the date the materials were ordered, (b) the dates of anticipated delivery at the port of entry and at the project site, (c) the date the materials were scheduled for use or installation by the Contractor, (d) the date the materials were shipped, and (e) the dates the materials were actually received at the port of entry, cleared customs, and were delivered to the project site.

F.11.4 For delays in receipt of Government furnished materials, the date the materials were scheduled for use or installation by the Contractor and the date(s) the materials were actually received at the port of entry, cleared customs, and were delivered to the project site.

F.11.5 For delays in receipt of Government approvals of submittals properly prepared, reviewed, and approved by the Contractor before their submission as required by the contract documents, (a) the date of submission, (b) the date approvals were received by the Contractor, and (c) the date that installation or fabrication indicated by the submittals were begun, compared with the dates indicated by the current approved construction schedule and schedule of submittals.

F.11.6 For weather delays, (a) average weather conditions during a comparable period over the preceding ten years, (b) a daily log recording the actual weather conditions during the relevant time period, and (c) the dates work affected by the weather conditions were scheduled to be performed and the actual dates of performance.

**F.12 SUSPENSION OF WORK- NONCOMPLIANCE WITH CONTRACT REQUIREMENTS**

In the event the Contractor, after receiving written notice from the Contracting Officer or the COR of non-compliance with any requirement of this contract, fails to promptly initiate such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor shall not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

**F.13 NOTICES TO PROCEED (NTP)**

F.13.1 At the time of contract award, the Contractor must commence work to furnish the necessary document submittals within specified time. This work includes continued development of the Project Execution Schedule (PES) that was submitted by the Contractor with the cost proposal. The Contractor shall incorporate all government comments into an Initial PES (IPES) and resubmit them to the Contracting Officer within 30 days of award. Failure of the Government to

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find all mistakes and omission in the proposal schedule does not relieve the Contractor of contract requirements.

F.13.2 The Contractor will be given a minimum of two (2) notices to proceed for the project which will consist of the following: Contractor shall note that the contract performance period commences upon the date of issuance of Limited NTP-Design (NTP-1).

F.13.2.1 LNTTP Design, Limited Notice to Proceed - Design (NTP-1) For design of secure and non-secure spaces. (This will also allow the Contractor to initiate limited activities for administrative requirement submissions, mobilization, and any other work identified by the Contracting Officer).

F.13.2.2 LNTTP Construction Prior to issuance of any LNTTP for Construction, the Baseline Project Execution Schedule (BPES) must be submitted. Following receipt from the Contractor of any bonds or evidence of insurance within the time specified in Section/Paragraph H.4 Bond Requirements, of this contract, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide to the Contractor notices to proceed. LNTTP - construction will be issued incrementally authorizing various stages of construction to a final NTP authorizing total construction. It is possible that the Contracting Officer may elect to issue the Construction Notice to Proceed prior to receipt and acceptance of any bonds or evidence of insurance required hereunder. Issuance of a LNTTP - Construction by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

F.13.2.2.1 When the contractor requests a LNTTP for construction, including sitework, foundations, perimeter wall, and outbuildings the Government will support a Interim Design Submittal process in support of the LNTTP. A Interim Design Submittal provides the Contractor with a "compliance" review to reduce a Contractors risk when fast-tracking construction ahead of the formal Design Reviews. Interim Design Submittal will be managed by the Government in accordance with the Design submittal process identified in J.3.1, Division 1, Section 013305. The submittal review shall not supersede or substitute for the required design submittal, formal review process, or stages of review required in E.6.1 Integrated Design Review or E.6.2 General Review Procedures.

F.13.2.2.2 Interim Design Submittals will be initiated by the Contractor only, and will be limited in distribution to those disciplines directly involved with the professional content of the material. OBO will work with the Contractor to define the appropriate disciplines and offices within OBO to review material, and to coordinate scheduling of an Interim review based on the availability of OBO staff.

F.13.2.2.3 Interim Design Submittal Process and Procedure. Within the Contractor-developed *Project Execution Schedule*, (J.3.1, Division 1, Section 01321) contractors shall communicate the number and type of "Interim Reviews" necessary to support the schedule. The Contractor shall work with the COR to clarify the extent and content of documents being submitted.

F.13.2.2.4 The Interim Design Submittal shall clearly delineate:

- The engineering disciplines involved
- Quantities of review documents needed
- Backup calculations and reports required to support design decisions
- Proposed packaging of the submittal to facilitate distribution to reviewers

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- The classification of the documents to be reviewed.

F.13.2.2.5 Contractors must incorporate backup and supporting documents with their submissions in order to provide the Government technical staff with a complete picture of their design work. These materials shall include drawings, specifications, engineering reports, and design calculations sufficient to demonstrate compliance with the contract.

F.13.2.2.6 Contractors must plan on 14 calendar days for compliance review of each Interim Design Submittal. Unclassified and SBU review comments shall be collected utilizing the ProjNet "DrChecks" tool. All comments relating to the classified documents will be made utilizing the ProjNet-C "DrChecks" tool.

F.13.2.2.7 Government review of Interim Design submissions shall not be undertaken to coordinate design packages, perform interdisciplinary or constructability checks, or otherwise replace required Contractor Quality Control efforts. Government reviewers will verify adherence to contract requirements only. Design reviews by the Government are not to be interpreted as resulting in an approval of the Contractor's apparent progress toward meeting contract requirements. Failure on the part of the Government to identify deficiencies in the Contractors design does not relieve the Contractor of the requirement to meet all contractual requirements. The Contractor shall remain completely responsible for designing and constructing the building in full compliance with the requirements of his contract.

F.13.2.2.9 No attempt will be made during a Interim Design submittal review to facilitate a resolution process similar to the Integrated Design Review (IDR) process. Issues raised during the review may be carried over by a Government reviewer into a formal IDR review when appropriate, and the IDR review used to resolve the technical issue presented.

F.13.2.2.10 Interim Design Submittals will be posted on ProjNet (or ProjNet-C for classified submittals) but the requirement of the contractor to provide an evaluation to the Government comments, and for Government reviewers to provide a backcheck followed by an IDR meeting will not be imposed. The LNTP may be issued contingent upon correction of the proposed design to meet contract requirements.

#### F.13.3 NTP - Final

F.13.3.1 Final NTP will not be issued until the Baseline Project Execution schedule (BPES) is accepted.

F.13.3.2 The Contractor must then prosecute the work required hereunder, commencing and completing performance no later than the time period established in the contract.

#### **F.14 DESIGN SUBMITTAL AND PERFORMANCE REQUIREMENTS**

F.14.1 General General quantities for design submittals are outlined below. The design submittal phases are described in Section C.3 and submittal requirements for each deliverable type is described in Section C, Appendix A. Provide paper submittals in accordance with the types and quantities identified below. Reports may be combined for binding purposes at the discretion of the Contractor, however, the greater number of deliverables required for any one section shall apply to the entire bound document. **Compact Disk-Read Only Memory (CD-ROM) disks containing electronic files of all submittal types are required at each project design phase.**

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The CDs must contain a file/folder structure aligned with each deliverable and as further described in OBO-ICS, Appendix L.

F.14.2 SBU hardcopy deliverables in the following matrices shall be individually packaged, by office, prior to delivery to OBO. Each package shall include an exterior label indicating the destination office and DOS team member name for that package. (Example, a Construction Document (CD-1) deliverable package for the OBO/PDCS/DE/AD Project Architect shall be labeled as such and include 2 sets of half-size drawings, one copy each of the Specifications, Code and Permit Report, Site Report, LEED Report, Signage Report, Product Literature, and one copy of the Finish Manual. Compact Disc (CD) deliverables shall indicate the destination office and be separately packaged from other drawing and document deliverables. For practical purposes in handling submittals, no one package, box, or individually wrapped item shall weigh more than 40 pounds.

F.14.3 All classified deliverables and submittals shall be made via ProjNet-C, if ProjNet-C has been established at the contractors facility. Until such time, classified hardcopy will be sent to the addresses provided in D.2.

F.14.4 Reserved

F.14.5 Reserved

F.14.6 Construction Document Submittals (including early release construction package(s) as appropriate). Provide the following submittals after NTP-1. The required submission date shall be determined based on the contractor's project schedule provided at time of proposal and the NTP-1 issue date. (NTP-1 date plus number of days in the schedule for Construction Document submission = Required Submission Date.

F.14.7 CD Backcheck Submittal The quantities for each submittal item are listed below. Provide the following submittals after NTP-1. The required submission date shall be determined based on the contractor's project schedule provided at time of proposal and the NTP-1 issue date. (NTP-1 date plus number of days in the schedule for CD Backcheck Submission = Required Submission Date). If corrections were required to any document as a result of the CD submittal, or if new sheets are added these shall be resubmitted revised in total at the CD Backcheck Submittal. All Construction Documents, including those revised for the CD Backcheck submittal, shall be submitted electronically (via Compact Disc) to provide the Government a total package for the Backcheck review

**NOTE: QA Report is also required with the CD Backcheck - submittal numbers to be the same as CD Deliverable.**

F.14.7.1 Signed and Sealed Documents: The contractors AE as the Architect/Engineer of Record shall stamp and seal each sheet of **one half size hard copy paper drawings** Design Issued for Construction (DIFC) set **to be identified for "DE/DC Archives"**. Specifications and calculations shall include one copy with an original certification page that is stamped and signed by the Architect/Engineer of Record, with the certification pages for the remaining sets copied from the original stamped and signed page. The geotechnical engineer shall stamp and sign the final geotechnical report.

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## FY 13 Deliverable Requirements for CD-1, CD-2, &amp; CD Backcheck Submittals

as revised - 1/24/13

		Deliverables																				(See note g. below)										
		Unclassified																				Classified										
		Drawings & Specs		Calculations, Reports & Finish Manual															Presentation Requirements		BIM	Drawings & Specs										
		Full Size Drawings	Half Size Drawings	Specifications	Code & Permit Report	Geotechnical Report	Water Supply Study	Domest./Pot. Water Report	Storage Tank Capacity	Site Report	Architectural/LEED Report	Structural Calculations	***Blast Report	Mech/Plumbg/Elev. Report	Energy Analysis Report	Draft Commissioning Plan	Electrical Report & Calcs	Fire Protection Calcs	QA Report	Signage Report	Product Literature	Finish Manual	Presentation Drawings	Renderings	Sample Boards	Model/3D Graphics	Updated Uniformat Cost	UnClass. CD (1 copy)	Half Size Drawings	Classified Specifications	Classified Calculations	
Individually packaged deliverables to DOS office listed below:	Project Team Member																															
	CM - Construction Exec.	2	2		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		2	2	1
	CM/COM - Commiss.	2	OL		1						OL					2																
	DE/AD - Architect/L.A.	2	OL		OL						OL	OL				OL			OL	1	1	OL							1	1	OL	
	OPS/FPE-Fire Protection	1	OL		1				OL			OL				OL			1		1								1	1	1	
	OPS/SHEM-Safety	1	OL		1	1	1											1														
	DE/CSE-Str/Civ/Geo/Blst	2	1		1	2	OL	OL	OL	1	OL	1	1																			
	DE/EE - Elec/Tele/Shield	2	OL		1							OL				1	OL	1				1							2	2	2	
	DE/ME - Mechanical	1	1		OL		OL	OL	OL	OL	OL				1	OL	OL					1						OL		1	1	1
	SM/SEB - Phys. Security	1	1						OL																					1	1	
	DE/DC - Archives																															
	PDC/xxx - Proj. Manager	1	1																											1	1	
	DE/ID - Interiors	1										OL										1	1	OL	OL		OL			1		
	SM/TSB - Tech. Security	1																												1	1	
	DE/SP - Special Projects	Joanne Steingard	1									OL	OL	OL		OL														2		
	DE/SP- ATO Hdqtrs	Pete Von Sydow										OL	OL	OL		OL																
	COST- Cost Eng.		1										OL	OL		OL		OL	OL									1		1	1	
FAC/PS & MS - Facilities		1	OL												1	OL	1	OL	OL										1	1		
DS/PSD/NOB- Phys. Sec.		3	OL								OL	OL		1															3	OL		
CSE (Rm 450)	Rm 450	1	1								OL			OL															1	1		
IRM/LO - OBO Area Mgr.	Karl Jarvis (Rm 602)																															
CSA - Rep. (Rm 602)	Howard Gappa	1	1																										1	1		
DTSP0 - Rep. (Rm 602)	Frank Baldwin	1	1								1	1	1					1											1	1		
CA/EX-Rep.- CA-OBO Liason	Michael Solberg (SA-1 Rm H-1001)	1																			1								1	1		
DAO - Rep. (Rm. 450)	Dale White	1	1																										1	1		
MED - Rep		1																														
ART - Rep		1																														
17 copies CD-Rom for all required submittals		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	++			X	**	++	*	X	1X	X	X	X
Total Hardcopies - CD - 1		0	30	10	4	5	2	2	1	3	2	3	3	3	2	4	4	2	1	4	5			1	1	*	2		22	16	5	
Total Hardcopies - CD - 2		0	30	10									3	3		4			1		2				1				22	16	5	
Total Hardcopies - CD Bkchk (corrected docs only)		0	30	10									3	3		4			1										22	16	5	

## Notes:

- Base Room Key requirements on classification guidelines. If used, may be unclassified, SBU, or classified depending on content. It shall be processed, handled, and distributed accordingly.
- Reference OBO-IBC, Appendix L, for submittal format standards.
- Electronic Deliverable of Finish Manual shall include base finish/color sheet text only. No photographic representation of samples is required.
- For Contractor requested reviews ("Interim") - see Construction Executive for distribution numbers and details.
- With DIFC submittal, include signed and sealed documents per contract section F and deliver to Construction Executive.
- "As-Built" shall be delivered to the COR for further distribution.
- Hardcopy classified deliverables are not required for those projects using ProjNet-C (see Section E)

## Legend:

- Deliverable requirement only for CD-1 (or first Submittal)
- Optional Deliverable (per contract)
- Deliverable is Digital Rendering/Photographs (one submittal)
- Blast Report (SBU) must be submitted as a stand alone report in color
- Referenced Technical Data
- Electronic Deliverable (via CD-Rom)
- 1 BIM CD-Rom required at CD-1 (1st Submittal), DIFC, & As-Built
- Half Size deliverable requirement only for Architectural; Furniture & Furnishings; and Site Layout & Paving Dwg. Sheets (Part. Package).
- Material to be avail. on OBOLink for req. review (previous hardcopy)

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## FY13 Deliverable Requirements for CDs (discs) and "DIFC" hardcopies

as revised - 1/24/13

		<b>Deliverables</b> (See note c. below)							
		<b>UnClass</b>		<b>Class &amp; UnClass</b>	<b>Un</b>	<b>Classified</b>			
		<b>Drawings &amp; Specs</b>		<b>Compact Discs (CDs)</b>	<b>BIM</b>	<b>Drawings &amp; Specs</b>			
		<b>Full Size Drawings</b>	<b>Half Size Drawings</b>	<b>Specifications</b>		<b>UnClass. CD (1 copy)</b>	<b>Full Size Drawings</b>	<b>Half Size Drawings</b>	<b>Classified Specifications</b>
							<b>Classified Calculations</b>		
<b>Individually packaged deliverables to DOS office listed below:</b>		<b>Project Team Member</b>							
CM - Construction Exec.			3	3	1			3	3
CM/COM (share w/CE above)			OL	OL					
CM - PD Staff		2	6	3	1		2	6	3
DE/AD - Architect / L.A.			1	1	1			1	1
OPS/FPE-Fire Protection			1	1				1	1
OPS/SHEM-Safety			OL	OL					
DE/CSE-Str/Civ/Geo/Blst			1	1				1	
DE/EE - Elec/Tele/Shield			1	1	1			1	1
DE/ME - Mechanical			1	1	1			1	1
SM/SEB - Phys. Security			1	1	1			1	1
DE/DC - Archives			1		1	1		1	
PDC/xxx - Proj. Manager			OL	OL	1				
DE/ID - Interiors			1	OL	1			1	
SM/TSB - Tech. Security			1	1				1	1
DE/SP - Special Projects	Joanne Steingard		1	OL	1			1	
DE/SP- ATO Hdqtrs	Pete Von Sydow		OL	OL	1				
COST- Cost Eng.									
FAC/PS & MS - Facilities			OL	OL					
DS/PSD/NOB- Phys. Sec.			1	OL	1			1	
CSE (Rm 450)									
IRM/LO - OBO Area Mgr.	Karl Jarvis (Rm 602)		1	1	2				
CSA - Rep. (Rm 602)	Howard Gappa		1	1	1			1	1
DTSP0 - Rep. (Rm 602)	Frank Baldwin		1	1	1			1	1
CA/EX-Rep.- CA-OBO Liason	Michael Solberg (SA-1 Rm H-1001)								
DAO - Rep. (Rm. 450)	Dale White		1	1	1			1	1
MED - Rep									
ART - Rep									
<b>17 copies of Compact-Discs for all required submittals</b>					17	1X			
<b>Total Hardcopies - "DIFC" (Unclass. &amp; Class.)</b>		2	24	17	See note a.		2	23	15
<b>Total Hardcopies - Record Dwgs ("As-Built")-(Unclass. &amp; Class.)</b>					See note b.				

**Notes:**

- DIFC submittal should include signed and sealed 1/2 size paper hardcopy, per contract Section F, and delivered to the Construction Executive (for DE/DC Archives).
- "As-Built" shall be delivered to the COR for further distribution. See Section F and Division 1 - 017705, Closeout Procedures, for requirements.
- Hardcopy classified deliverables are not required for those projects using ProjNet-C (see contract Section E).

**Legend:**

OL Material to be avail. on OBOLink for req. review (previous hardcopy)

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## DELIVERIES OR PERFORMANCE

F.14.8 Monthly Progress Reports Monthly progress reports shall be submitted to the COR by the tenth calendar day of each month during this contract. Reports shall be in letter format and contain information relevant to this project, including, but not limited to, accomplishments during the previous month, anticipated accomplishments for the next month, arising or occurring problems and possible or proposed solutions, questions that require answers or direction from the Department of State's Overseas Buildings Operations (OBO), any pending Government review comments regarding the Contractor's submittals, any proposed changed orders that have not been executed, and any other pertinent information required to report the progress of performance under this contract. Quantity as described.

F.14.9 Final Design Documents The revisions made to the CD Backcheck Submittal are to be incorporated into the Final Design Documents effectively constituting "Design Issued for Construction" (DIFC) Documents (sometimes referred to as the "Construction Set" or "Finals"). The contractor is required to submit the quantities of hardcopy Drawings, Specs, and CDs of the DIFC as indicated in the Deliverable Requirements Matrix in Section F.14.4.

The CD-Rom electronic copies shall include the complete DIFC construction document package. All sets of the DIFC specifications shall be submitted loose leaf in ring binders. Seven (one full-size and six half-size) of the unclassified hard copy drawings and 3 sets of the unclassified specifications shall be sent directly to the Project Director in the field no later than 7 days after the drawing revisions have been incorporated. The Government reserves the right to review the DIFC documents for contract compliance. Issues of nonconformance will be identified via Projnet or ProjNet-C to the contractor for response and correction. Acceptance of the Final Design Documents or DIFC design does not relieve the contractor of compliance with contract drawings, specifications, and design criteria, and performance requirements issued in the Request for Proposal (RFP).

F.15.9.1 Signed and Sealed Documents The Architect/Engineer of Record shall stamp and seal each sheet of one half-size hard copy paper drawing Design Issued for Construction (DIFC) set. Specifications and calculations shall include one copy with an original certification page that is stamped and signed by the Architect/Engineer of Record, with the certification pages for the remaining sets copied from the original stamped and signed page. The geotechnical engineer shall stamp and sign the final geotechnical report as further required in Section 107.4 of the Building Code of Overseas Buildings Operations.

F.14.10 Design Revisions after DIFC The Government and the contractor shall identify any discrepancies or omissions of design elements required by the contract drawings, specifications, and design criteria but not included in the Final Design Documents or DIFC.

F.14.10.1 Government Discoveries The contractor will be advised of Government discovered discrepancies or omissions in writing. The written notice shall include the specific contract reference for the noted discrepancy or omission. The contractor shall immediately adjust performance to include all contract requirements.

F.14.10.2 Notification of Omissions The contractor shall immediately notify the CO or COR of any discrepancies or omissions of design elements required by the contract drawings, specifications, and design criteria but not included in the Final Design Documents or DIFC. The notification shall include the proposed corrective action and affect on contract performance schedule, if any.

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## DELIVERIES OR PERFORMANCE

F.14.10.3 Claim for Project Enrichment Any claim made by the contractor concerning over designed/specified equipment, materials, building systems, or building design aspects, including unintentional enrichment or betterment, shall be submitted to the CO or COR. Any such claim shall be submitted, processed, and administered in accordance with the substitution provisions of the contract including H.39.1.6 and J.3.1, Division 1, Section 01331.

F.14.10.4 Documentation for Contractor Initiated DIFC Revisions The contractor shall immediately notify the CO or COR of any contractor initiated revisions to the Final Design Documents or DIFC. Revisions to the Final Design Documents shall be submitted to the CO or COR for review and acceptance prior to the incorporation into the permanent construction. The COR will work with the contractor to determine the number of hard copies required of any revision submittal. Additional posting of revisions in ProjNet Filer will be required along with a "Design Revision Log". The ProjNet system will be used for government comment and contractor response to revision submittals. The log will be updated weekly by the contractor to identify the current status of all contract document drawing sheets and specification sections, subject to government acceptance.

F.14.11 Meeting Minutes The Contractor shall provide meeting minutes within 48 hours (two work days) unless otherwise specified. Minutes shall be reviewed and approved by the COR/ACOR. Meeting minutes shall be delivered via ProjNet Filer unless otherwise directed by the COR. Meeting minutes pertaining to classified issues, or which contain actual classified information, may be made via ProjNet-C.

F.14.12 The Contracting Officer's acceptance of these construction submittals shall not relieve the contractor of the full and exclusive responsibility for meeting the requirements of this contract, within the contract price and the contract performance schedule.

**F.15 PERIOD OF CONTRACT**

The term of the contract is one (1) base year with exercisable four (4) 12-month option periods. Task Orders awarded during the term of the contract with performance periods that extend beyond the term of the contract will continue to completion of all required tasks.

**F.16 ASSESSMENT AND APPORTIONMENT OF LIQUIDATED DAMAGES**

F.16.1 Liquidated damages will be assessed from the completion date indicated in the task order (reference Section/Paragraph F.3) to the date that substantial completion is actually achieved by the Contractor, as determined by the Contracting Officer. In the event that the task order consists of multiple phases, projects, or buildings, the liquidated damages rate will be prorated on the ratio of the estimated price of each phase, project or building to the Contract Price unless otherwise provided in the Contract Documents.

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## CONTRACT ADMINISTRATION DATA

Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.

Clauses numbered 652.XXX... Are Department of State Acquisition Regulation (DOSAR) Clauses.

**G.1 DOSAR 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)** (Reference DOSAR 632.908(a))

(a) General. The Government shall pay the contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in Section B of this contract.

[Use paragraph (b) only if partial payments apply. Otherwise, paragraph

(a) above assumes the contractor will be paid in full amount upon completion of all contractual requirements.]

(b) Payments Schedule. Payments will be made in accordance with the following partial payment schedule:

\*\*\*\*Also see Section G.4 Monthly Progress Payment Requests & G.9 Contract Progress Payment \*\*\*\*

Partial payment No.	Specific deliverable	Delivery date	Payment amount
------------------------	-------------------------	------------------	-------------------

I.136 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS

I.137 52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS

1			
2			
3			

-----  
[Continue as necessary]

(c) Invoice Submission. Invoices shall be submitted in an original and 2 copies (See the SF 1442 Block 27) to the office identified in Block 10 of the SF-26, Block 23 of the SF-33, or Block 18b of the SF-1449. To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment" (see Section/Paragraph I.141).

(d) Contractor Remittance Address. Payments shall be made to the contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified below:

See Section/Paragraph G.8

(End of clause)

**G.2 DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)**  
(Reference DOSAR 642.272(a))

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

**G.3 DETAILED ESTIMATE FOR PROGRESS PAYMENTS**

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Before the first progress payment under this contract becomes due, the Contractor shall prepare a Detailed Estimate for Progress Payments itemizing the Contract Price in the form and in such detail as is required by the Contract Documents. (See J.3.1, Division 1, Section 01321, paragraph 3.03, Resource and Cost Loading). The values in the Detailed Estimate will be used as a basis for determining progress payments, but will not be conclusive as to the amounts due the Contractor or as to the value of changes in the work. The Contractor's overhead and profit shall be prorated throughout the life of the contract.

**G.4 MONTHLY PROGRESS PAYMENT REQUESTS (Application for Payment)**

G.4.1 Payment requests. The Contractor may submit requests for progress payments at monthly intervals. Each application shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.4.2 Stored materials. Unless otherwise provided in the Contract Documents, material delivered that will be incorporated into the structure may be included in a request for payment, provided the material is delivered on the site, or is delivered to the Contractor and properly stored in a bonded warehouse, storage yard or similar suitable place in the vicinity of the project as may be specified in the Contract Documents or approved by the COR, and is suitably insured against loss, damage and theft. If a request for payment includes delivered material on the site, the Contractor shall furnish with the request for payment such evidence as may be required as proof of quantity and value of such materials. If a request for payment includes delivered material permitted by the Contract Documents or the COR to be stored off the site, the Contractor shall furnish with the request for payment properly executed bills of sale for the delivered material upon which payment is being made. The Contractor shall remain responsible for such stored materials.

G.4.3 An amount not less than one percent of the contract value will be retained at substantial completion. In accordance with the payment provision of the contract, the retained amount will be release to the contractor as follows:

G.4.3.1 Seventy five (75) percent of the retained amount will be released upon attainment of Final Acceptance (see Section/Paragraph E.4).

G.4.3.2 The remaining 25 percent of the retained amount will be released to the contractor upon submission of the final LEED Certification documentation from the USGBC within 180 calendar days of Final Completion and Acceptance.

**G.5 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS**

The Contractor shall submit with the request for payment a certification with regards to payments. Reference I, 52.232-5, Payments Under Fixed-Price Construction Contracts.

Evaluation by the Contracting Officer. Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the CO or COR shall make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5 (see Section/Paragraph I.136), the Contracting Officer shall advise the Contractor of the reasons therefore.

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**G.6 AUTHORITY OF CONTRACTING OFFICER**

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract, except that the Contracting Officer shall have the right to designate authorized representatives to act for the Contracting Officer, as specifically provided in the designation of that individual, such as a Contracting Officer's Representative (COR).

**G.7 PAYMENT**

G.7.1 General. The Contractor's attention is directed to Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts" (see Section/Paragraph I.136). The following subsections elaborate upon the information contained therein.

G.7.2 Detail of Payment Requests. Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.7.2.1 The contractor shall submit the original signed copy of each invoice to the following address, without full supporting documentation:

*Private Mail delivered by express mail or courier shall be addressed: **SEE G.8***

G.7.2.2 The contractor shall furnish a complete signed copy of each invoice to the OBO Project Director, including all supporting documentation.

G.7.3 Evaluation by the Contracting Officer. Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the CO or COR shall make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer or COR does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5 (see Section/Paragraph I.136), the Contracting Officer or COR shall advise the Contractor of the reasons therefore.

G.7.4 **Payment.** In accordance with Federal Acquisition Regulation 32.908(b)(1) the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) (see Section/Paragraph I.143) is hereby changed to 30 days.

**G.8 INVOICING**

G.8.1 The Contractor's invoice shall be submitted in triplicate to the following address via courier (e.g. FEDEX, DHL, UPS).

To: U.S. Department of State  
OBO/RM/FM, SA-6  
Attn: Shannon Bellimam  
703 875-5182 or 703 875-5724  
1701 North Fort Myer Drive  
Arlington, VA 22219

(Please note the courier address above is not a valid USPS delivery address and mail sent via USPS will likely be returned as undeliverable)

or

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FAX invoices to 877 437-9857

EMAIL invoices to [OBOInvoices@state.gov](mailto:OBOInvoices@state.gov)

G.8.2 RM/FM will log in the invoice and give it to the COR who shall determine if the billed services have been satisfactorily performed and if reimbursable expenses billed are correct. If it is determined that the amount billed is incorrect, the COR, will approve undisputed portion of the invoice and notify contractor in writing.

G.8.3 Invoices shall list the item delivered by reference to the appropriate submittal, item number, price, and actual delivery date. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

G.8.3.1 Name and Address of the contractor

G.8.3.2 Date of invoice

G.8.3.3 Unique Vendor Invoice Number

G.8.3.4 Remittance Contact Information

G.8.3.5 Shipping Terms, Ship to Address

G.8.3.6 Payment Terms

G.8.3.7 Total Quantity of items, Total Invoice Amount

G.8.3.8 DOS Order CLIN

G.8.3.9 Requisition Number, Contract number, Order Number; also modification number, if applicable for each line item

G.8.3.10 Description of the services rendered for each line item

G.8.3.11 Individual Line Item Quantity, Price, and Extended Amount

**G.9 CONTRACT PROGRESS PAYMENT**

Payments to the contractor for services completed under this contract shall be made in accordance with the following clauses:

I.136 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS

I.137 52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS

G.9.1 Monthly invoices may be submitted for design development in accordance with Section/Paragraph I.137 and for construction services in accordance with Section/Paragraph I.136.

G.9.2 Based on the Design requirements, see Section/Paragraph F.14, the Design Cost breakdown is as follows for payment purposes.

Design Requirement	Labor	Fee	Total
Congressional Certification (CD-1) Submittal			
Construction Document Submittal			
Construction Documents Backcheck			
Total Cost for Project Design			

G.9.3 The contractor shall submit invoices in accordance with the terms and conditions of this contract for the Design Requirement currently under development. Once a Design Requirement has been completed and the submission accepted by the Government, the contractor may continue to the subsequent Design Requirement and invoice monthly for services completed in the development of that contract requirement/submission.

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**G.10 TAX RELIEF PROCEDURES (See Section B CLIN 0002)**

(a) *General.* This clause supplements FAR 52.229-6, Taxes - Foreign Fixed-Price Contracts. The prices set forth in this contract are exclusive of all taxes and duties from which the U.S. Government is exempt by virtue of agreement between the U.S. Government and the host country.

(b)(1) *Procedures.* The Contractor shall follow the procedures in paragraph (c) of this clause regarding tax relief as provided in the agreement between the U. S. Government and the host country. The diplomatic tax privilege belongs to the U.S. Government, and applies to taxes and duties payable to the host country that are directly attributable to contract costs identified in paragraph (c) as subject to exemption, e.g., taxes or duties levied by the host country on labor and materials that are applied to or utilized in performance of this contract. Taxes and duties covered by an agreement with a host country may include, but are not limited to: sales taxes, value added taxes, consumption taxes, duty taxes, permit taxes, and municipal taxes levied on contract costs. The Contractor is responsible for all taxes and duties not specifically identified herein as subject to exemption, including taxes generally imposed on the operation/profit of business entities performing services in the host country (e.g., corporate and personal income taxes).

(2) The procedures in paragraph (c) are based on the current tax relief agreement between the Government and the host country and are subject to change. The Government shall reimburse the Contractor for any after-imposed tax or for any tax or duty specifically excluded from the contract price that the Contractor is required to pay or bear, including any interest or penalty paid, provided that the Contractor received written authorization from the Contracting Officer before making such payment. In order to receive reimbursement for any tax or duty, the Contractor must provide the Contracting Officer with the original official host country documents evidencing the demand for payment of any taxes or duties and an official host country receipt of payment of taxes and duties. With prior written authorization and provision of the requisite documents, the Government shall increase the contract price accordingly. Failure on the part of the Contractor to provide the requisite documents shall preclude reimbursement by the Government. The Contractor shall promptly report any after-relieved taxes or duties.

(c) *Incorporation of procedures.* The following procedures are included in, or are derived from, the agreement negotiated with the host country and are hereby incorporated into this clause.

**Tax-Relief PROCEDURES**

TO BE IDENTIFIED IN INDIVIDUAL TASK ORDERS

(d) *Remedies.* The Government may impose the following remedies in the event the Contractor fails to follow the procedures outlined in paragraph (c) of this clause. These actions are in addition to any other remedies available to the Government:

(1) The Contracting Officer may suspend contract payments in accordance with the procedures at FAR 32.503-6(a)(1).

(2) The Contracting Officer may terminate the contract for default in accordance with the procedures at FAR Subpart 49.4.

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(3) The Contracting Officer may refer the case to the agency suspension and debarment official, in accordance with agency procedures, pursuant to FAR Subpart 9.4.

(e) *Audit.* The Contracting Officer shall have the right to examine and audit all records and other evidence regarding the Contractor's compliance with the requirements of this clause.

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Note:

*Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.*

*Clauses numbered 652.XXX... Are Department of State Acquisition Regulation (DOSAR) Clauses.*

**H.1 Reserved**

**H.2 DOSAR 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)** (Reference DOSAR 637.110(c))

(a) The Department of State observes the following days as holidays:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

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(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

**H.3 INSURANCE****H.3.1 Amount of Insurance**

H.3.1.1 The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation" (see Section/Paragraph I.43). As required by this clause, the Contractor is required to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

H.3.1.2 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury).

1. Bodily Injury on or off the site stated in US Dollars:
 

Per Occurrence	\$ 500,000
Cumulative	\$1,500,000
2. Property Damage on or off the site in US Dollars:
 

Per Occurrence	\$ 40,000
Cumulative	\$ 100,000
3. Motor Vehicle Liability (for each motor vehicle):
 

Bodily injury or death	\$ 200,000 per person
	\$ 500,000 per occurrence

H.3.1.3 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

H.3.2 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

H.3.3 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.3.1 Government as Additional Insured The general liability policy required of the Contractor shall name "the United States of America, acting by and

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through the Department of State", as an additional insured with respect to operations performed under this contract.

H.3.5 Insurance-Related Disputes Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.3.6 Time for Submission of Evidence of Insurance The Contractor shall provide evidence of the insurance required under this contract within **thirty (30)** calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

**H.4 BOND REQUIREMENTS**

H.4.1 Bonds Required The Contractor shall furnish (1) performance and payment bonds on the forms provided by and from sureties acceptable to the Government, in the amount of 100% of the contract price for the performance bond and 100% of the contract price for the payment bond, or (2) comparable alternate security approved by the Government as authorized and in accordance with Federal Acquisition Regulation (FAR) Section/Part 28.204, Alternatives in Lieu of Corporate or Individual Sureties. The amount for all required bonds shall be based on the established contract price.

NOTE: The minimum value of the irrevocable letters of credit shall be 25 percent of the contract value for each ILC. A separate ILC is required for each bond. Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. See FAR 28.204-3, Irrevocable Letter of Credit (ILC), for further information; and Section J for an example ILC.

H.4.2 Time for Submission The Contractor shall provide the bonds required by paragraph H.4.1 **thirty days** after contract award. Failure to timely submit (1) the required bonds other security acceptable to the Government; (2) bonds from an acceptable surety; or (3) bonds in the required amount, may result in rescinding or termination of the contract by the Government. Should the contract be terminated, the contractor will be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction) (see Section/Paragraph I.153).

H.4.3 Coverage The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

H.4.4 Duration of Coverage The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government, at which time the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

**H.5 LIMITATION OF SUBCONTRACTING - DIPLOMATIC CONSTRUCTION**

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H.5.1 If the value of the resulting contract exceeds \$10,000,000.00, this contract is solicited and awarded under the provision of , 22 U.S.C. Section 4852. Therefore, the following requirement will apply:

H.5.2 With respect to a diplomatic construction project, a prime contractor may not subcontract more than 50 percent of the total value of the **Construction** work. Any amount included in the contract price for Design is excluded from the calculation to determine the value of the Construction project.

**H.6 DIPLOMATIC SECURITY REQUIREMENTS FOR CLEARANCES AND HANDLING CLASSIFIED, SBU AND UNCLASSIFIED PROJECT INFORMATION**

**\*\*\*The contractor shall include the substance of Sections/Paragraphs H.6, H.7, H.8, and H.9 in all classified subcontracts.**

**The substance of Sections/Paragraphs H.6.2.2, H.6.2.3, H.6.4, H.6.8, H.6.9-11, H.6.14-19, H.6.21, H.8, H.9 and H.10 shall be included in ALL subcontracts, including those with uncleared and non-U.S. firms.**

H.6.1 General This contract includes security provisions which require a DD Form 254, Contract Security Classification Specification, issued by the Bureau of Diplomatic Security; DS/IS/IND. Issuance of the DD Form 254 is contingent on the Contractor's obtaining and maintaining a Defense Security Service (DSS) Secret facility clearance. Facility clearance must be maintained throughout contract. Loss or Invalidation of the prime contractor's facility clearance may result in termination of the contract for default. Personnel requiring access to Controlled Access Areas (CAAs) or classified information must possess a Secret security clearance. Additionally, all personnel involved in the procurement process of CAA materials (specifically, all coordination with potential vendors, choice of vendor, issuance of orders, and coordination of deliveries to the Consolidated Receiving Point (CRP) - but not including take-offs or listing of items shown on unclassified and SBU drawings of the CAA) MUST possess an Interim or Final Secret personnel security clearance.

H.6.1.1 Safeguarding and Processing Classified Information

The Contractor shall obtain and maintain a DSS approved safe for the storage of documents classified up to the Secret level. Written approval for processing of classified on Information Systems (IS) must be obtained and forwarded to DS/IS/IND prior to any generation or processing of classified information on computer/CADD systems by any prime or subcontractor. The DD Form 254 will reflect both safeguarding and IS approval status. DS/IS/IND shall be notified immediately by contractor of change in either status. In order for the Contractor to obtain a ProjNet-C (classified ProjNet) workstation, IS approval must already be in place, and DS/IS/IND will sponsor the Contractor for an NSA COMSEC account and issue appropriate changes to the DD Form 254.

H.6.2 Visit Authorization Requests, Uncleared US Citizen Pre-Deployment Vetting and Contractor Country Clearance Requests

H.6.2.1 Cleared Contractors: The Contractor and all cleared Subcontractors will submit Visit Authorization Requests (VARs), for all cleared personnel performing on the contract domestically, or overseas, or as otherwise requested by the U.S. Government. VARs must be submitted to the Bureau of Diplomatic Security, DS/IS/IND, via facsimile at (571) 345-3000 or via e-mail to DSINDOBOVARs@state.gov. Copies of the JCAVS Person Summaries must be attached to VARs for each individual. DS/IS/IND is the only authorized recipient of JCAVS

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Person Summaries at DoS. VARs must also be on file with DS/IS/IND for any personnel requiring access to ProjNet-C at the Contractor's facility.

H.6.2.2 Uncleared US Contractors: For prime and subcontractor U.S citizens who will deploy to the project site, but who do not possess security clearances, the Contractor shall submit personal information to the OBO CE and SSM at least 14 days prior to deployment to site, and prior to, or in conjunction with a Country Clearance Request (CCR). The SSM will coordinate conduct of National Criminal Indices Checks (NCICs). Unfavorable results will be evaluated by the SSM and PD, in coordination with OBO/CFSM/SM and DS/IS/IND. Uncleared personnel whose NCIC check reflects unfavorable results may be denied deployment authorization and/or access to the site.

The contractor shall submit the following information to the OBO CE and SSM at least 14 days prior to deployment to site, and in conjunction with, or prior to submittal of Country Clearance Request (CCR):

Full Name of Uncleared Personnel  
Place and Date of Birth  
Current Address  
Social Security Number  
Passport Number

If the SSM and PD, in coordination with OBO/CFSM/SM and DS/IS/IND, determine that an individual should be denied deployment authorization/access to the site, the Contractor will be notified immediately. Examples of unfavorable NCIC results for which an individual might be denied deployment authorization/access to the site include, but are not limited to; outstanding warrants, conviction for grievous crimes, multiple arrest records, conviction on drug charges, or a pattern of delinquent behavior which might be detrimental to site operations and/or security.

H.6.2.3 Country Clearance Requests: The Contractor must submit to the OBO Construction Executive (CE) and DS/IS/IND, a Contractor Country Clearance Request (CCCR) for all Contractor and all subcontractor employees visiting the site short term (less than one month) or deploying to the site long term (in excess of one month) prior to deployment to the project site. CCCRs shall be submitted for both cleared and uncleared personnel. The Contractor shall submit CCCRs in the format required by the OBO CE and DS/IS/IND. Submission of specified form will result in official notification to the OBO Project Director (PD) and Site Security Manager (SSM) of contractor personnel arriving at site, dates of visit or duration of stay, purpose of visit or employee's position with Contractor, security clearance level, and passport or other identifying information. CCCRs shall be submitted to OBO CE and DS/IS/IND at least 7 14 business days prior to site arrival date. Contractor shall be notified by DS/IS/IND when the CCCR has been sent to site. The CE will draft an electronic Country Clearance (eCC) for DS/IS/IND clearance prior to transmission. Uncleared contractor eCCs will not be sent until/unless favorable NCIC checks have been conducted. Admission to site by OBO PD and appropriate badging by OBO SSM are dependent upon receipt of eCCs prior to arrival at site.

Contractor Country Clearance Requests shall NOT be submitted for local/TCN labor whose access and investigation requirements are detailed in Division 1, Section 013555.

H.6.3 DD Forms 254 for Subcontractors The prime Contractor must request a DD Form 254 for all subcontractors, or prospective subcontractors, whose employees

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require access to classified information domestically or at the site, or whose employees will require any access to CAA spaces at the site. Requests for DD Forms 254 must be forwarded to via e-mail to DS\_IND\_OBOTeam@state.gov, prior to Subcontractor (or prospective subcontractor) access to any classified information or deployment to the site. DD Forms 254 issued by DS/IS/IND will be forwarded to the prime contractor for distribution to subcontractors. Contractors are not authorized to issue their own subcontractor DD Forms 254.

H.6.3.1 If the prime will be nominating the cleared subcontractor for ProjNet-C access, or wishes a cleared subcontractor which already has ProjNet-C access to be afforded access to ProjNet-C folders relating to this contract, that information should be included on the request so that the appropriate COMSEC and ProjNet-C requirements will be issued on the subcontractor DD Form 254.

H.6.4 Protection of Classified and SBU Information The Contractor and all Subcontractors must comply with all Department of State (DOS) and Defense Security Service (DSS) requirements relating to the protection of classified and Sensitive But Unclassified (SBU) and unclassified project information and cooperate fully in all security matters that may arise relating to this contract.

H.6.4.1 The loss, compromise, or suspected compromise or loss of any classified information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs) or ANY information which may adversely affect the security interests of the United States, must be immediately brought to the attention of the Contracting Officer (CO) or Contracting Officer's Representative (COR) and DS/IS/IND.

H.6.4.2 Reserved

H.6.5 Classified Document Transmittals between DoS and Contractor - Domestic Only:

For those contractor facilities with operating ProjNet-C workstations, ProjNet-C shall be the primary means of transmitting classified information to DoS.

If the Contractor does not yet have an operating ProjNet-C workstation, the Contractor is authorized to send classified packages to the Department in accordance with sections D.2.1. Classified information may also be transmitted to DoS via approved secure telephone equipment. COMSEC authorization must be reflected on the contractor DD Form 254 prior to use of secure telephone equipment.

H.6.6 Classified Document Transmittals between Authorized Contractors - Domestic Only Classified information (whether hard copy paper or electronic storage media) shall be transmitted between prime and subcontractors and between authorized subcontractors with DD Forms 254, by one of the following methods:

H.6.7 Classified information shall be delivered by a Secret cleared American using approved hand-carry methods IAW NISPOM 5-410 and 5-411,

-or-

H.6.7.1 Classified information shall be transmitted via approved secure telephone and/or electronically via ProjNet-C. (COMSEC authorization and ProjNet-C access must be reflected on the Contract Security Classification Specification, DD Form 254)

-or-

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H.6.7.2 Classified information shall be transmitted via a GSA Schedule 48 Commercial Delivery Carrier (as listed in D.2.1 and in accordance with NISPOM 5-403e, and ISL 2006-02, para 18) provided the following measures are used:

- For both electronic storage media and hardcopy classified material, mark, wrap and receipt package material in accordance with the NISPOM and SCG, address outer package IAW contract Section D.2.1.1
- Provide advance notification, through positive contact, to Facility Security Officer (FSO) prior to release to the Carrier.
- The outer address label should be addressed to the Facility Security Officer of the company. The inner wrapping can designate the specific person in the company the package is ultimately to be delivered to. Authorized cleared facility addresses provided on DD Forms 254 issued with safeguarding authorization (items 6a., 7a., and 8a.) for both contractor and subcontractors should be utilized.
- The use of external (street side) collection boxes is prohibited.
- The release signature block on the receipt label shall not be executed under any circumstances.
- Senders may not use a Post Office Box as the destination address.
- Carrier personnel should not be notified that the package contains classified material.
- As a general rule, packages should be shipped on Monday through Thursday to ensure that the package does not remain in the possession of the carrier service over a weekend.
- Notify CO and DS/IS/IND of any anomalies with received packages upon discovery

H.6.8 Disposition and Retention of Project Information

All classified and SBU material, including copies and reproductions and classified information stored on approved IS (Information Systems) and classified or SBU electronic media, received or generated in the performance of this contract, shall be returned to the CO upon completion of the project unless the material has been destroyed or retention of the material is authorized in accordance with the National Industrial Security Program Operating Manual (NISPOM). Retention authority for classified material can be requested from DS/IS/IND, which shall coordinate an approval letter with the CO. Classified and SBU material shall be returned or destroyed within 120 days after final delivery of project drawings and specifications and any other services; or 120 days after completion or termination of the contract.

H.6.8.1 All unsuccessful bidders and/or prospective Subcontractors will be required to return or certify destruction of all classified and SBU material to the CO within 30 days after the contract has been awarded, prime or subcontractor has been notified of non-receipt of award, or as otherwise directed by the Government.

H.6.9 Security Classification Guide. All documents, such as blueprints, drawings, sketches, notes, surveys, reports, photographs, exposed film, negatives, specifications, scopes of work, lists of Government Furnished Equipment and any other material received or generated in conjunction with this contract, shall be classified, marked and handled in accordance with the Security Classification Guide (SCG) for Design and Construction of Overseas Facilities dated May 21, 2003, (see Attachment J) which identifies the specific types of information associated with diplomatic construction projects, and the level of classification for such information.



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H.6.9.1 All documents associated with this project must be protected, transmitted, carried and stored in accordance with the contract, SCG and the NISPOM at all times. Additionally, all design and construction documents will be marked with a prohibition against duplication or dissemination without prior approval from the COR. The Contractor, and any associated Subcontractors, will maintain a chain of custody log for each transport or dissemination of SBU materials outside their facility, whether they are transported domestically or overseas. The chain of custody log shall be available for review by OBO or DS upon demand.

H.6.9.2 The Contractor shall, in accordance with the SCG and this contract, ensure proper classification, handling and transmission of all project documentation. The contractor shall be responsible for bearing any costs resulting from errors determined by Contracting Officer to be the fault of contractor mishandling, misclassification or improper transmission of classified or SBU material.

H.6.10 Photographs taken at site.

Photographs of any diplomatic overseas building or facility must be authorized in advance by the PD and SSM, who will establish any controls, limits, and/or restrictions as necessary. Film depicting any Controlled Access Area and/or sensitive equipment must be developed in a U.S.-controlled environment. The contractor shall submit all CAA photographs taken by digital cameras and stored on electronic media to the PD or SSM for review. Written approval for removal from the site must be obtained by the Government reviewer. Any photographs or storage media (memory cards) determined to be classified shall be turned over to the SSM to forward via classified Diplomatic Pouch. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific, advance approval from DS. DS reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

H.6.10.1 Photographs to be published on company websites or any other public medium must be sent to the Contracting Officer for review by OBO and DS prior to any posting or release.

H.6.11 Removal of individual contractor employees for cause.

A determination to remove a Contractor employee from site, or from contract performance at a domestic facility, due to misconduct or unsuitability may involve, but is not limited to, the following types of misconduct or delinquency that may be documented by the OBO PD, SSM, RSO, or domestically by DS/IS/IND:

H.6.11.1 Notoriously disgraceful conduct, to include, but not limited to: the frequenting of prostitutes, engaging in public or promiscuous sexual relations, spousal abuse, neglect or abuse of children, manufacturing or distributing pornography, entering into debts the employee could not pay, or making use of one's position or immunity to profit or to provide favor to another or to create the impression of gaining or giving an improper favor.

H.6.11.2 Failure to report notoriously disgraceful conduct and/or non-compliance of other employees (DoS, Contractor or foreign national) in accordance with existing Post and Department of State policies and regulations.

H.6.11.3 Neglect of duty, unsatisfactory performance, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance/cooperate in upholding the integrity of the objectives of this contract.

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H.6.11.4 Falsification or unlawful concealment, removal, mutilation or destruction of any document or record, or concealment of material facts by willful omissions from documents or records. Improper use of credentials, badges or official papers.

H.6.11.5 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Participation in disruptive activities that interfere with the normal efficient operations of the worksite.

H.6.11.6 Theft, vandalism, immoral conduct, or any other criminal action under U.S. or host country law.

H.6.11.7 Selling, consuming or being under the influence of drugs, or other illegal substances that produce similar effects.

H.6.11.8 Abuse of alcohol.

H.6.11.9 Any evidence that would indicate that the individual is guilty of security violations including black market dealings, currency manipulation, violations of the post contact policy regarding criteria country nationals, espionage or treason.

H.6.11.10 Noncompliance with site/post security and reporting policies.

H.6.12 Security Briefings

All U.S. citizens will be required to attend Contractor-provided initial, pre-deployment, and continuing security awareness briefings regarding policies and procedures for the protection of classified, SBU and unclassified information, and the contractual security requirements contained in Sections H.6.1, H.6.2, H.6.4, H.6.9, H.6.10, H.6.11, H.6.13, H.6.17, H.6.18, H.6.19, H.6.20, H.6.21, and H.9. Contractor shall maintain a copy of signed briefing acknowledgements for each employee performing on the contract.

H.6.12.1 Upon arrival at an overseas Post/Site, all American personnel will be required to attend initial and subsequent periodic security briefings by the responsible SSM, RSO, or designee. All personnel must attend a debriefing by the SSM, RSO, or designee. Additional debriefing may be requested by Diplomatic Security, either at post/site prior to departure and/or at the Contractor's location. Any site personnel briefed into the COMSEC/crypto program site MUST have a COMSEC debriefing prior to departure from the site.

H.6.13 Special Reporting Requirements

The following reporting requirements are applicable to all cleared contractors. The reporting requirements are summarized below. Contractor Facility Security Officers are required to brief these requirements to their cleared contractors in conjunction with contract section H.6.12.

H.6.13.1 Personal (unofficial) travel outside of the project country

Cleared contractor personnel must report all unofficial travel to the OBO SSM one week prior to departure. OBO SSM will arrange appropriate travel briefing/debriefing through the RSO when the itinerary includes transit through or visit to a Prohibited Countries List country. Domestically, contractors should report unofficial travel which includes transit through or visit to a Prohibited Countries List country to DS/IS/IND.

H.6.13.2 Suspicious Contact Reports (SCRs)

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Any contact with host or third country nationals that seems suspicious (such as undue curiosity as to the purpose of presence in country, requests for information regarding the project or project personnel), or attempts to establish suspicious recurring contact beyond routine professional or personal services, shall be reported immediately to the SSM, PD and RSO. Reporting of suspicious contacts requires filing a DS-1887 form, which can be obtained from the SSM/RSO. When completed, the form should be returned to the SSM/RSO for any necessary investigative action and for submission to Diplomatic Security's CounterIntelligence Division (DS/CI). Additionally, the company FSO shall submit a Suspicious Contact Report to the Defense Security Service Industrial Security Representative (in accordance with the NIPSOM) and DS/IS/IND.

H.6.13.3 Foreign Contact Reporting

All contractors at the project site must adhere to the foreign contact reporting requirements specific to each project site, as briefed by the SSM/RSO, which may include all unofficial contact with nationals from specific HUMINT threat countries, the reporting of close and continuing social contact with foreign nationals, co-habitation with foreign nationals, and non-project related personal business and/or financial relationships with any foreign nationals. Reporting of foreign contacts requires filing a DS-1887 form, which can be obtained from the SSM/RSO. When completed, the form should be returned to the SSM/RSO for any necessary investigative action and for submission to Diplomatic Security's CounterIntelligence Division (DS/CI). If investigative action results in information of which the contractor should be aware, the reporting contractor will be briefed by the SSM/RSO.

H.6.13.4 Reporting Marriage, Intent to Marry, Cohabitation or Other Continuing Bonds of Affection with Foreign Nationals

Cleared contractor personnel working on DoS contracts must report marriage, impending marriage, cohabitation and other continuing bonds of affection with foreign nationals to the SSM or RSO and DS/IS/IND. The appropriate forms and counseling statement will be provided by the SSM/RSO for submission to DS/IS/IND. Contractors working domestically can obtain the appropriate forms from their FSO, who shall obtain and submit the forms to DS/IS/IND.

H.6.13.5 Reporting Adverse Financial Situation and Certain Arrests

Cleared contractor personnel working on DoS contracts must report to DS/IS/IND, through their Facility Security Officer, wage garnishments, credit judgments, repossessions, tax liens, bankruptcies, and/or intentions to file for bankruptcy. Cleared contractors must also report adverse involvement with law enforcement agencies to including but not limited to: Arrests, other than minor traffic violations, for which a fine or forfeiture of \$150 or more was imposed; or arrests for "driving under the influence" or "driving while intoxicated." Arrests must be reported in a timely fashion (i.e., within 72 hours). Reporting must not be delayed pending the conclusion of any judicial action. Contractors arrested or detained overseas for reasons listed above, or for any reason, must report to SSM and DS/IS/IND.

H.6.13.6 Dual Citizenship

Cleared contractors contemplating applying for citizenship with a foreign country must report this fact to their contracting officer's representative (COR) and DS/IS/IND when any act is initiated in furtherance of obtaining foreign citizenship.

H.6.14 Assignment of Non-U.S. Citizens Domestically and at Site

American prime Contractors and American Subcontractors that desire to assign non-U.S. citizens to any portion of this contract in the United States must

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obtain the prior approval of DS/IS/IND, in writing. Contractors must provide non-U.S. citizen personal information to include full name, date and place of birth, country of citizenship, country where passport is issued, passport number, date of issue and expiration and description of services to be provided.

For non-U.S. citizens, both local and Third Country Nationals, assigned to work or visit sites overseas, the contractor must coordinate access approval/investigation as required by Division 1, Section 013555 or as otherwise directed by SSM/RSO in writing.

#### H.6.15 Information Shared with Local/Host Country Government Agencies

The Contractor, if required to share information with local/host country government agencies, shall ensure that information designated classified, SBU or SBU/No Foreign Dissemination (SBU/NOFORN) is not disclosed to host government. Any project information to be shared with foreign/host country government agencies must be approved by the OBO PD prior to initial release. Drawings depicting interior layouts shall be sanitized of SBU labels and shall be sanitized to "egress" equivalent level. Spaces shall only be identified using the terms office, reception area, corridor, restroom, mechanical spaces, support space, etc. The Contractor shall not make any commitments regarding what information will be provided by the U.S. Government or the Contractor for the purpose of obtaining local approvals, including, but not limited to, permits, waivers, insurance, etc.

H.6.16 Foreign Subcontractors Contractor selection of host and third country national subcontractors must be approved by DOS in advance of their final selection. Information concerning potential foreign subcontractors must be submitted to the OBO CE, for submission to the Security Management Desk Officer, for review by RSO, in reference to design work, within thirty (30) days after contract award. In reference to construction work, information must be submitted to the OBO PD and SSM at least forty (40) days before the start of site activities by the foreign subcontractor.

Two submissions required:

Design: Thirty (30) days after contract award.

Construction: 40 days before start of site activities by the foreign subcontractor.

H.6.16.1 Security Screening of Foreign Subcontractors for Site Work. Foreign subcontractors will be subject to security screening procedures as required by the SSM and/or RSO. Government denial of subcontractors for security reasons can be made without providing the rationale for the denial. SSMs/RSOs will take into consideration whether proposed companies and/or their management have undesirable associations with terrorist, mafia or organizations/governments which are "hostile to the U.S.", do not have good standing in the local business community, are owned or operated by those on the Prohibited Countries List, or any other security concerns.

H.6.16.2 Required Information: Potential foreign subcontractors will be required to furnish the following information:

**Complete names, nationality, date and place of birth, citizenship and position/title (if appropriate) of:**

all individuals having ownership of the firm;

all key officers of the firm;

all key officers who will work on this project;

Complete business address and telephone number;

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A listing of all major projects in which the firm was involved during the past 3 years;

A listing of all projects involving the firm outside of the country in which the firm is based, for the past 5 years.

Contractor's base country and base country identification number, if any.

H.6.16.3 Non-US firms owned or operated by firms or citizens on the Prohibited Countries List, will not be approved for use in any capacity on OBO projects. US-based firms, branch offices, or subsidiaries, which are owned by firms or citizens on the Prohibited Countries List, will not be approved for use in any capacity on OBO projects.

#### H.6.17 Electronic Transmission Security

Transmission of Sensitive But Unclassified (SBU) information via the Internet is prohibited, in accordance with the Security Classification Guide (SCG) for Design and Construction of Facilities Overseas, dated May 21, 2003, and contract Section E.7.3. SBU information can be transmitted via ProjNet, mail, GSA Schedule 48 commercial carriers or fax, as outlined in the SCG, or handcarried by authorized contractor personnel. Transmission of classified and SBU/NOFORN from the contractor's facility to DoS may be accomplished via ProjNet-C, if the Contractor has an approved and established account and has met all the criteria for its use

H.6.17.1 When it is deemed necessary to take personal or contractor-owned laptops, Personal Digital Assistants (PDAs), smart phones (such as BlackBerrys), cell phones, digital cameras or any other electronic processing media overseas to process or store any OBO project information (on or off the site), the following guidelines must be adhered to:

H.6.17.2 **THE ELECTRONIC PROCESSING MEDIA MUST BE ENCRYPTED USING** any product on the IT CCB list, or any NIST approved product. (NIST approved products can be found at <http://csrc.nist.gov/groups/STM/cmvp/validation.html>) An overwrite utility software must be used to remove all previous data in the following manner: A first overwrite pass using the number '1'; A second overwrite pass using the number '0'; and a third overwrite pass using ANY character. Classified information is not authorized for transmission/storage on any electronic devices, except ProjNet-C.

H.6.17.3 PD/SSM may require review and approval of plans to handcarry any electronic items onto or off the site. The contractor, and any subcontractors, who must bring electronic media onto the site, shall submit to the PD/SSM, in advance of arrival, the electronic equipment to be brought on site, the purpose of the electronic equipment, the approved encryption package (IAW H.6.17.2) on the equipment and the length of time the equipment will be on site. If advance notice of electronic equipment is not submitted to the PD/SSM, the PD/SSM may deny access of the equipment onto the site until the above listed information has been submitted and reviewed. Prior to approval of introduction of electronic equipment to the site for any reason, the SSM may require a briefing acknowledgement to be signed.

#### H.6.17.4 Thumb drives, jump drives and other portable storage devices

Downloading OBO project information at the site onto thumb drives, jump drives or other portable storage devices onto which project information can be downloaded, is prohibited unless specifically authorized in writing by the SSM (domestically, authorization must be obtained from the Construction Executive and DS/IS/IND). Requests to utilize these portable storage devices must include certification that a NIST approved product (including the product name and

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version) will be utilized to encrypt the portable storage device. A listing of NIST approved products for these storage devices can be found at <http://csrc.nist.gov/groups/STM/cmvp/validation.html>). Authorized users must have an SSM briefing and sign a briefing acknowledgement regarding their responsibility to safeguard such media. Domestically, authorized users must be briefed by their FSO and sign a briefing acknowledgement regarding their responsibility to safeguard such media. Any loss or compromise of storage device containing project information must be reported to the PD/SSM and DS/IS/IND immediately.

H.6.17.4.1 Hardcopy SBU documents and drawings to be removed from the site  
The PD/SSM may require advanced approval to remove any SBU or unclassified drawings and documents from the site for the purpose of working off-site after hours. The contractor shall comply with site security requirements regarding removal of any DoS information.

H.6.17.5 Electronic Communication relating to GFCI BOMs, CRPs, and Certain Subcontractors

H.6.17.5.1 A ProjNet folder entitled GFCI BOMs (Government Furnished Contractor Installed Bills of Material) shall be created by the OBO CE. The FSO at each prime contractor shall submit to the OBO CE, a list of cleared personnel only who will require access to this folder. The purpose of the GFCI BOM folder shall be to safeguard information pertaining to the GFCI BOM until all GFCI shipments have been received at the Contractor's CRP. Any distribution of the GFCI BOM to the CRP must be accomplished by the GC, via their contractor exchange folder with the CRP, accessible only to cleared prime and CRP personnel.

H.6.17.5.2 To eliminate the vulnerability of information regarding specialty construction (e.g. treated environments) and specialty construction materials, coordination with subcontractors providing services related to specialty construction, and all communication regarding shipments of specialty construction material between construction contractors and their CRPs, must be handled via ProjNet.

H.6.17.6 Electronic Communication relating to GFCI BOMs, CRPs, and Certain Subcontractors

H.6.17.6.1 A ProjNet folder entitled GFCI BOMs (Government Furnished Contractor Installed Bills of Material) shall be created by the OBO CE. The FSO at each prime contractor shall submit to the OBO CE, a list of cleared personnel only who will require access to this folder. The purpose of the GFCI BOM folder shall be to safeguard information pertaining to the GFCI BOM until all GFCI shipments have been received at the Contractor's CRP. Any distribution of the GFCI BOM to the CRP must be accomplished by the GC, via their contractor exchange folder with the CRP, accessible only to cleared prime and CRP personnel.

H.6.17.6.2 To eliminate the vulnerability of information regarding specialty construction (e.g. treated environments) and specialty construction materials, coordination with subcontractors providing services related to specialty construction, and all communication regarding shipments of specialty construction material between construction contractors and their CRPs, must be handled via ProjNet.

H.6.18 Computer Equipment in Contractor Offices at the Site

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Contractor site office and all subcontractor site office individual computer harddrives (including laptops) and server harddrives must be encrypted using any product on the IT CCB list, or any NIST approved product (found at <http://csrc.nist.gov/groups/STM/cmvp/validation.html>). Contractor site office copiers, scanners and all other electronic media shall be password protected to prevent unauthorized use, access and downloading of SBU and project sensitive information by unauthorized users. Site offices containing computers, scanners, printers, hardcopy and electronic storage media shall be locked against unauthorized access when not in use. A copy of the keys shall be available to the OBO SSM at all times.

H.6.18.1 Subcontractor site office computers, copiers, scanners and all other electronic media NOT owned and retained by the prime contractor, shall be sanitized of all project information upon completion of project, and/or prior to sale, re-use, or disposal, unless specific approval for retention is obtained from the PD, through the prime contractor. Local and Third Country National (TCN) subcontractors are not authorized to retain electronic project documentation after completion of the project without specific approval from the PD.

H.6.18.2 Information stored in computer drives can be sanitized in the following manner:

BCWipe is a freeware utility program that can be searched for on the internet. Execute the BCWipe program against all files in storage. Once that is complete, BCWipe will lead you to overwrite the all remaining free space on the drive and then defrag the files on the drive.

H.6.18.3 Prime Contractor site office computers, copiers, scanners and all other electronic media destined for sale or disposal, shall be sanitized of all project information prior to sale or disposal. Prime Contractor equipment destined for re-use on other OBO projects, or returned to Contractor's domestic facility do not have to be sanitized, but must be handled and shipped as SBU material.

H.6.18.4 CDs and other storage media which cannot be sanitized must be returned to the prime contractor's facility for appropriate storage or destruction.

H.6.18.5 Completion of the above requirement regarding sanitization will be certified to the PD as part of the closeout procedures detailed in Div 1 Specs (Temporary Facilities and Controls), and (Execution of Closeout Procedures).

H.6.18.6 If computers, scanners, copiers or other electronic media must be temporarily removed from the site for repair or other service, the PD and SSM shall be informed, in writing, prior to removal. PD and SSM may require sanitization of all information from the equipment, or may implement other security requirements, such as escort of equipment while it is being serviced/repaired.

#### H.6.19 Project Generated Waste - Disposal/Destruction Plan

##### H.6.19.1 Domestic Contractor Facility

The Contractor shall develop a waste paper disposal/destruction plan for all paper documents and drawings generated at the Contractor's facility. Waste paper includes any project documentation related to personnel matters, working papers, delivery schedules, vendor correspondence, project schedules, warranty and equipment manuals, any drawings regardless of sensitivity and all other project related paper. All paper produced at the Contractor's facility shall be

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collected separately from refuse, garbage and material, and disposed of in accordance with the Contractor's plan. Contractor shall provide appropriate means of disposal of up to Sensitive But Unclassified information. All paper waste must be destroyed by cross-cut shredder, burned beyond reconstruction, or disintegrated. Project related waste paper must not be put into commercial trash containers for removal from facility.

H.6.19.2 Project Site

The Contractor shall develop and submit to the PD/SSM a waste paper disposal/destruction plan for all paper documents and drawings generated at the site. Waste paper includes any project documentation related to personnel matters, working papers, delivery schedules, vendor correspondence, project schedules, warranty and equipment manuals, any drawings regardless of sensitivity and all other project related paper. All paper produced in Contractor and subcontractor's site offices shall be collected separately from refuse, garbage and material, and disposed of in accordance with plan submitted to, and approved by, the PD/SSM. Contractor shall provide appropriate means of disposal of up to Sensitive But Unclassified information. All paper waste must be destroyed by cross-cut shredder, burned beyond reconstruction, or disintegrated. Project related waste paper must not be put into commercial trash containers for removal from site. Contractor should also take care to appropriately dispose of sensitive packing material and boxes which indicate temporary or permanent technical security equipment installed at the site. Contract Division 1 Section 013550 requires the Contractor to provide two NSA approved shredders at the site.

H.6.20 Project Related Classified Working Papers, Waste, and/or Drawings

Contractors are not authorized to handcarry classified material overseas. Project related classified material generated while at the project site must be transmitted via ProjNet-C, or other authorized mean described below.

H.6.20.1 If ProjNet-C has not yet been activated, or if ProjNet-C has been deactivated toward the end of the project, classified information which needs to be transmitted back to the contractor's domestic facility, or to OBO, shall be given to the OBO PD, SSM or RSO for transmission to OBO by classified Diplomatic Pouch or authorized DoS courier. Secure fax or DoS Classified LAN (CLAN) can be utilized when coordinated with PD/SSM. All classified materials given to the PD/SSM for transmission must be appropriately marked with appropriate classification markings (unclassified, SBU, SBU/NOFORN, Confidential or Secret), government warnings against reproduction and distribution and bear the proper name of the site/project. Unmarked submittals shall be returned to the prime for classification and marking prior to transmission. Upon delivery of the classified material to OBO, the OBO CE will arrange for the return of the classified material to the contractor's cleared facility via appropriate means.

H.6.20.2 All project related classified working papers and waste generated while overseas shall be retained for secure storage, disposal or transmission by ProjNet-C or means described in H.6.20.1. Only SBU and unclassified project documentation may be handcarried back to contractor facility for storage/disposal. Contractor shall maintain positive, personal control over documentation at all times.

H.6.20.3 All project related working papers and drawings to be removed from the site shall be reviewed by PD, SSM or designated Contractor document security manager one (1) day prior to departure, to ensure that classified material has not been generated and is not handcarried back to Contractor facility.



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H.6.21 Overseas Off-Site Offices (temporary offices, local subcontractor offices, etc.)

If any project information (unclassified or SBU) will be stored at off-site locations (temporary offices, local subcontractor offices, etc.), the contractor must obtain written approval from the OBO PD, in consultation with the OBO SSM. Proposals to store **any project information** in the host country at off-site locations shall detail, at minimum, the following:

- the responsible party (prime, local subcontractor, vendor, etc.)
- the location of the office/space where information is to be stored
- the name, address and nationality of the landlord/lessor (space may not be leased from citizens/firms on the Prohibited Countries List)
- the method to be employed to secure SBU information when not in use (lockable containers to which only authorized project personnel have access)
- an emergency notification and reporting plan for suspected compromise of the premises, information, or any emergency such as fire or break-in.

H.6.21.1 Individual computer harddrives (including laptops) and server harddrives on which project information will be processed at off-site locations, must be encrypted using any product on the IT CCB list, or any NIST approved product (found at <http://csrc.nist.gov/groups/STM/cmvp/validation.html>), to preclude loss of information due to unauthorized access, theft or other emergency. Contractor off-site copiers, scanners and all other electronic media shall be password protected to prevent unauthorized use, access and downloading of SBU and project sensitive information by unauthorized users.

H.6.21.2 Off-site office computers, copiers, scanners and all other electronic media NOT owned and retained by the prime contractor, shall be sanitized of all project information upon completion of project, and/or prior to sale, re-use, or disposal, unless specific approval for retention is obtained from the PD, through the prime contractor. Local and TCN subcontractors are not authorized to retain electronic project documentation without specific approval from the PD.

H.6.21.3 A plan must be developed for disposal/destruction of off-site project related waste paper, similar to the on-site plan specified in H.6.19, and shall be submitted to the PD/SSM for review. Project related waste paper must not be put into commercial trash containers for removal from off-site offices.

H.6.22 Information/Submittals Destined for the Site

Project related classified material/submittals destined for the site should be sent via ProjNet-C.

H.6.22.1 If ProjNet-C has not yet been activated, or if ProjNet-C has been deactivated toward the end of the project, classified information that will be required on the site must be delivered to the OBO Construction Executive for transmission to the site by Diplomatic Pouch or authorized DoS courier. Secure fax or DoS Classified LAN (CLAN) can be utilized when coordinated with OBO CE. Any submittals earmarked for delivery to the site through the OBO CE via authorized means must be appropriately marked with appropriate classification markings (unclassified, SBU, SBU/NOFORN, Confidential or Secret), government warnings against reproduction and distribution and bear the proper name of the site/project. Unmarked submittals shall be returned to the prime for classification and marking.

**H.7 ADDITIONAL SECURITY REQUIREMENTS**

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H.7.1 Security Program Before commencing design phase and again prior to deployment to the site, the Contractor shall meet with the COR and other Government officers to discuss and develop a mutual understanding relative to the requirements and administration of the overall security program, and the respective responsibilities of the Contractor and the Government.

The Government shall consider noncompliance with security regulations by the Contractor or his employees, subcontractors, suppliers, etc. to be sufficient grounds for termination of the contract for default. Loss or invalidation of facility clearance may also constitute grounds for termination.

H.7.2 Personnel The Contractor agrees, if directed by the Contracting Officer, to furnish the Government with the name, date and place of birth, current address, Contractor's base country and base country identification number, if any, and such other biographical information as is readily available to the Contractor, concerning any individual before permitting said individual to perform under this contract, domestically or at the site. The Contractor further agrees to permit only those individuals approved by the Government to be used in the performance of this contract.

H.7.3 Each contractor employee requiring access to classified information or access to Controlled Access Areas must have an individual security clearance commensurate with the required level of access prior to cleared performance, access to classified information, or deployment to the site. Individual clearances shall be maintained for the duration of employment under this contract, or until access requirements change.

H.7.3.1 Contractor employees in supervisory positions requiring access to classified information or CAA spaces should have a minimum Interim Secret clearance prior to deployments. Supervisory personnel who are deployed with Interim clearances, or deployed prior to issuance of a security clearance, and who cannot thereafter obtain a security clearance, or whose Interim or Final security clearance is revoked or suspended, may be requested by the PD to be replaced with an individual who does have the appropriate clearance.

H.7.4 The Contractor shall obtain a local project site badge for all employees performing under this contract who require frequent and continuing access to site, in accordance with instruction contained in the Division 1, Section 013555.

**H.7.5 For work to be performed in certain countries, the Contracting Officer or Contracting Officer's Representative may authorize the issuance of official passports for Contractor personnel performing on this contract. Official passports issued under this contract are for use by Contractor personnel only when they are traveling on official DoS business/task orders associated with this contract. Official passports must be returned to the COR when an employee leaves the Contractor's employment, when employee is no longer performing on the contract or when the contract has been completed.**

H.7.6 Security performance on this contract shall be in accordance with: the attached DD Form 254; Federal Acquisition Regulations (FAR) clause 52.204-2, Security Requirements and Sections H.6; H.7; and H.8, as applicable.

**H.8 SAFEGUARDING AND RELEASE OF CLASSIFIED AND SENSITIVE BUT UNCLASSIFIED INFORMATION**

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H.8.1 The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company or personal websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

H.8.2 The Contractor shall notify the Contracting Officer if any legal dispute arises between the Contractor and any subcontractor or vendor pertaining to performance on this contract which could potentially result in disclosure of any information related to design, construction or maintenance of a diplomatic facility overseas. Legal disputes include legal actions submitted to civil, criminal, local or federal courts, as well as disputes submitted to arbitration or mediation. This responsibility to notify the Contracting Officer shall not cease upon the expiration or termination of this contract. The Contractor hereby agrees to be responsible for all costs associated with the release, whether authorized or unauthorized, of "Classified" or "Sensitive but Unclassified" information for which the Contractor or a subcontractor at any level is responsible, including releases associated with legal disputes, and agrees to fully indemnify the government for any expense that the government incurs as a result of the release or use of "Classified" or "Sensitive but Unclassified" information including all costs associated with steps taken by the government to mitigate exposure in anticipation of the use of "Classified" or "Sensitive but Unclassified" information in legal disputes and/or costs which result from mitigation of the release of "Classified" or "Sensitive but Unclassified" information. This indemnity agreement made herein by the Contractor includes all disputes with, between, and among the Contractor and any party and the Contractor's sub-contractor's, to the lowest tier and any party. This agreement by the Contractor to fully indemnify the government shall not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all subcontracts.

**H.9 PUBLIC RELEASE OF INFORMATION**

There shall be no public release of information or photographs concerning any aspect of the design, construction, or other services relating to this contract, or other documents resulting there from, without the written prior approval of the Contracting Officer. The Contractor shall include the substance of this provision in all subcontracts hereunder.

**H.10 DOCUMENTS - OWNERSHIP AND USE**

H.10.1 Ownership: All submittals including specifications, drawings, and copies thereof, and models, are the property of the Government.

H.10.2 Use and Return Unless otherwise provided in the contract, the documents described above are not to be used on other work. With the exception of the

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signed Contractor set, additional copies thereof provided to or made by the Contractor are to be returned or suitably accounted for by the Contractor upon final completion of the work.

**H.11 REQUIREMENT FOR SHOP DRAWINGS**

As defined at contract clause 52.236-21, Specifications and Drawings for Construction (FEB 1997) (see Section/Paragraph I.6), shop drawings are required under this contract.

**H.12 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATED CONTRACT.**

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700). The DO rating is DO-H8. Reference FAR 52.211-15 Defense Priority and Allocation Requirements (APR 2008) (see section/paragraph I.116).

**H.13 GOVERNING LAW**

The laws of the United States shall govern the contract and the interpretation thereof.

**H.14 LAWS AND REGULATIONS**

H.14.1 The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

H.14.2 Labor, Health and Safety Laws and Customs. The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

H.14.3 Subcontractors. The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.14.4 Evidence of Compliance. Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

**H.15 LANGUAGE PROFICIENCY**

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor" (see Section/Paragraph I.65), shall be fluent in written and spoken English.

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**H.16 WAR RISKS**

H.16.1 Notwithstanding the language of any Contract clause entitled "Default," or any other provision of this contract, and except as set forth in paragraph H.16.6 below, the Government assumes the risk of loss or damage to and/or destruction of, completed or partially completed work performed under this contract, and materials delivered to the site, where such loss, damage, and/or destruction occurs by, or as a result of war risks such as civil commotion, riot, sabotage, insurrection, rebellion, revolution, or hostile or warlike action, including action in hindering, combating, or defending against an actual impending or expected attack by any government or sovereign power (de jure or de facto) or by any authority using military, naval or air forces, and agrees that the Contractor shall not be responsible for such loss, damage and/or destruction. If directed in writing by the Contracting Officer (CO), the Contractor shall proceed to replace and/or repair such part of the completed work as may have been lost, damaged, and/or destroyed as herein set forth, and in such event, an equitable adjustment shall be made in accordance with existing procedures.

H.16.2 If the Contractor carries any insurance which the CO determines may cover any of the risks assumed by the Government under this section, the Contractor shall make demand against the insurer in the amount recoverable, and to reduce its claim hereunder by the net amount recovered from the insurer or, at the option of the CO, assign to the Government its rights against the insurer for the risks covered by this clause and, upon the request of the CO, furnish to the Government, and (at the Government's expense), all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment or subrogation in favor of the Government) in obtaining recovery. Any indemnification or other coverage of such risks under the laws or regulations of the countries in which the work is performed or from any other source shall be pursued and treated in the same manner as above in this paragraph. If the total amount of compensation from the above sources exceeds the amount of the allowable claim, such excess shall be paid to the Government.

H.16.3 The Contractor shall give the CO prompt notice of any loss of, damage to, and/or destruction of, property for which the Government has assumed the risk under this clause, and shall furnish evidence or proof of such loss, damage, and/or destruction in such manner or form as may be required by the CO.

H.16.4 The Government is not obliged to replace or repair the work that has been lost, destroyed, or damaged. Except for payments by the Government, if the Contractor is in any way compensated for any loss or destruction to the work, the Contractor, as directed by the CO, shall either:

H.16.4.1 Use the proceeds to repair, renovate, or replace the work involved;  
or

H.16.4.2 Pay such proceeds to the Government.

H.16.5 The Contractor shall indemnify and save harmless the Government from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from any act or omission of the Contractor, its agents, employees, or any subcontractor, in the execution or protection of the work. The Contractor's assumption of liability continues independent of the coverage of any insurance policies.

H.16.6 Failure to agree to any adjustment contemplated under this section shall be a dispute within the meaning of the Disputes Clause. However, nothing

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in this Section shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein required.

**H.17 ASSIGNMENT**

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the previous written consent of the Contracting Officer.

**H.18 REVIEW OF DOCUMENTS AND LOCAL CONDITIONS**

H.18.1. Each Offeror is responsible for:

H.18.1.1. Thoroughly examining the Solicitation Documents and the proposed Contract Documents and understanding the requirements thereof.

H.18.1.2. Visiting the project site and verifying all pertinent site conditions.

H.18.1.3. Knowing all applicable U.S. and host country laws and regulations, including host country laws and regulations concerning the importation of labor and materials, taxes, or otherwise bearing on the performance of the Contract.

H.18.1.4. Familiarizing itself with all codes, standards and other documents referenced in the proposed Contract Documents.

H.18.1.5. Ascertaining the availability of all materials and equipment necessary to produce the work required by the proposed Contract Documents, of sufficient skilled labor to perform the work, and of the availability of transportation to the site.

**H.19 INDEMNIFICATION AGAINST CLAIMS AND ENCUMBRANCES**

The Contractor shall indemnify the Government for any and all costs or damage which the Government may suffer by reason of the failure of the Contractor to comply with this contract, and in this connection agrees to defend the building(s), premises, and the Government, against such claims or encumbrances. In the event that any such claim or encumbrance is not promptly removed, the contractor agrees to defend the building(s), premises, and the Government, against such claims or encumbrances. In the event that any such claim or encumbrance is not promptly removed or otherwise disposed of to the satisfaction of the Contracting Officer, the Government may, at its discretion, satisfy or remove such encumbrance, and the Contractor shall be liable for any expenses, including any legal fees, incurred by the Government therein.

**H.20 OTHER SERVICES NOT TO RELIEVE CONTRACTOR**

In the interest of expediting the project, the Government may, in its sole discretion, undertake to provide additional services for or on behalf of the Contractor which are not required of the Government under this contract, such as assisting the Contractor in obtaining customs clearances other than those for which the Government is responsible, tax exemptions, licenses, permits and approvals from local governmental authorities. However, the Government shall be under no obligation to do so, and neither the provision nor the failure to provide such services nor the manner in which such services are provided shall

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relieve the Contractor of or excuse the Contractor from any of its responsibilities under the contract.

**H.21 ERRONEOUS REPRESENTATIONS**

The certifications and representations made by the Contractor, and in particular the certification regarding previous crimes, debarments, suspensions, and defaults contained in the representation and certification provision of the contract solicitation, are material representations of fact upon which the Government relies when awarding the contract. If it is later determined that such certifications and representations were erroneous, in addition to other remedies available to the Government, the Government reserves the right to terminate for default any contract resulting from the solicitation.

**H.22 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER**

H.22.1 The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

H.22.2 Contracting Officer Representative (COR): The Government control of the Project at the site shall be under the direction of the COR. The COR is the authorized representative of the Contracting Officer as to the interpretation of the Contract Drawings, Specifications, and other contract terms within the COR's express delegation of authority from the Contracting Officer which will be provided in writing. The COR shall obtain the decision of the Contracting Officer when necessary.

H.22.3 U.S. Government Personnel No Government representative, unless that representative is designated or appointed as a Contracting Officer, has authority to issue technical direction which: (1) Constitutes an assignment of additional work outside the Statement of Work; (2) Constitutes a change as defined in the contract clause entitled "Changes;" (3) In any manner causes an increase or decrease in the total price or the time required for contract performance; or (4) Changes any of the expressed terms, conditions or specifications of the contract. Any work performed by the Contractor at the direction of other than a warranted Contracting Officer, acting within the limitations of their authority, shall be at the Contractor's own risk and expense.

**H.23 ORDER OF PRECEDENCE**

H.23.1 In addition to the provisions of contract paragraph I.6, clause 52.236-21, Specifications And Drawings For Construction (FEB 1997) and the provisions of paragraph C.3.3 on the Order of Precedence within J.2 and J.3, the following order of precedence shall apply:

H.23.2 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

H.23.2.1 The Schedule.

H.23.2.2 Representations and other instructions.

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H.23.2.3 Contract clauses.

H.23.2.4 Other documents, exhibits, and attachments.

H.23.3 Any inconsistency among the Contract Documents shall be resolved by giving precedence in the following order: In case of differences between small and large scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other like portions of the work.

H.23.4 In case of apparent error, discrepancy, or omission either in the Standard Design Requirements Documents or the Project Specific Requirements furnished by the Government to the Contractor, the Contractor shall submit the question promptly to the COR for clarification. The COR shall review the question and respond in writing. If it is determined by the COR that there is an error, discrepancy, or omission, and changing it would modify the contract, the Contractor must request a written decision from the CO. The Contractor shall not proceed with any affected work before receipt of CO's written approval. Until that decision is received, any affected work shall be entirely at the contractor's own risk and expense.

**H.24 REFERENCED STANDARDS**

H.24.1 Incorporation by reference The referenced portions of all documents and publications (such as manuals, handbooks, codes, standards and specifications) issued by any technical society, trade or professional organization or association, or regulatory or governmental authority which are cited in the Contract Documents for the purpose of establishing requirements applicable to equipment, materials or workmanship under this contract, shall be deemed to be incorporated herein as fully as if printed and bound with the specifications of this contract, in accordance with the following:

H.24.2 Wherever reference is made to any such document, the Contractor shall comply with the requirements set out in the edition specified in this contract, or if not specified, the latest edition or revision thereof, as well as the latest amendment or supplement thereto, in effect on the date of the solicitation for this project, except as modified by, as otherwise provided in, or as limited to type, class or grade, by the specifications of this contract.

H.24.3 No provision of any such referenced document or standard shall be effective to change the responsibilities of the Government, the COR, or their consultants, agents and employees from those set forth in the Contract Documents, nor to assign to any of them any responsibility, duty or authority for safety precautions or procedures or to supervise or direct the performance of the work.

H.24.4 Copies to be provided by Contractor. The Contractor shall have available at the Project site, for inspection and reference by the COR, a copy of each manual, handbook, code, standard or specification which is incorporated by reference in this contract and which governs quality and workmanship.

**H.25 NOTIFICATION OF DIFFERING SITE CONDITIONS**

H.25.1 Timely notification of differing site conditions as defined at Contract Clause 52.236-2, Differing Site Conditions (APR 1984) (see Section/Paragraph



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I.82), is required. In addition to the provisions of the contract clause, the following shall apply.

H.25.2 Timely notice required. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required promptly within 30 calendar days from the discovery of the conditions upon which the request for an equitable adjustment is based.

**H.26 EQUITABLE ADJUSTMENTS****H.26.1 Documentation of Proposals for Equitable Adjustments**

H.26.1.1 Direct Costs Direct costs shall be considered to include the following:

H.26.2 Material quantities by trades and unit costs, including delivery to the site. Manufacturing or subcontractor overhead and profit associated with material fabrication performed will be considered to be part of the material costs of the fabricated item delivered to the job site.

H.26.2.1 Labor breakdown by trades and unit costs, identified with the specific item of material to be placed or operation to be performed. Subcontractor overhead and profit associated with labor costs will be included in the unit costs.

H.26.2.2 Construction equipment exclusively necessary for the change.

H.26.3.3 Costs of preparation and/or revision to shop drawings resulting from the change.

H.26.2.4 Any incremental costs of insurance or employment taxes.

H.26.2.5 Bond costs, when the size of the change warrants revision.

H.26.3 Overhead and profit The percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved. Price adjustments for deleted work shall include credits for overhead and profit. On proposals covering both increases and decreases in the Contract Price, the application of overhead and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.

H.26.4 Proposed time adjustments The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable), and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety. See J.3.1, Project Specific Division 1, Section 01321 for required supporting documentation.

H.26.5 Release by Contractor The price and time adjustment made in any Bilateral Contract modification shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment, including all indirect costs, and other costs such as delay, disruption, acceleration, and cumulative impact. Upon the issuance of such Contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to

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the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

**H.27 PRESERVATION OF REFERENCE POINTS AND BENCHMARKS**

The Contractor shall protect and preserve any established reference points or benchmarks and shall make no changes in their locations without the written approval of the COR. The Contractor shall notify the COR promptly should any reference points or bench marks be lost or destroyed or require shifting because of necessary changes in grades or locations and, if the COR so directs, the Contractor shall accurately replace or relocate such reference points or benchmarks.

**H.28 CERTIFICATION OF BOUNDARY MARKERS**

Before starting construction on the site, the Contractor shall obtain from the responsible local officials and furnish to the COR written assurances certifying that the monuments or markers which delineate the site boundaries are placed in the correct position and that the proposed new construction and site development work, as staked-out by the Contractor, are wholly within the limits of Government ownership or leasehold. The Contractor's records shall adequately reference, by precise measurement to two or more nearby permanent structures or points, each boundary marker which has been placed or accepted by the local cadastral office and/or other responsible local authority. The Contractor shall be responsible for the accurate replacement of any boundary markers which are disturbed, obliterated or destroyed during the performance of the contract.

**H.29 ORGANIZATION OF DRAWINGS AND SPECIFICATIONS**

Any organization of the Specifications into divisions or sections and the arrangement of the Contract Drawings are not intended to control the Contractor in dividing work among subcontractors, or to limit the work performed by any trade, except as may be required by any security arrangements under this contract.

**H.30 RESPONSIBILITY OF CONTRACTOR**

H.30.1 Damage to Persons or Property The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.30.2 Responsibility for Work Performed The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

H.30.3 Responsibility of the Contractor It is the responsibility of the Prime Contractor to review and approve all submittals initiated by their respective subcontractors. Any submittal received by the Government for review and approval that has not been first reviewed and approved by the Prime Contractor may be summarily rejected without discussion.

**H.31 ORGANIZATION AND DIRECTION OF THE WORK**

When this contract is executed, the Contractor shall submit\* to the COR required information concerning the executive and administrative organization, the

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personnel to be employed in connection with the work site under this contract, and their respective duties. The Contractor shall keep the data furnished current by revising or supplementing it as additional information becomes available.

\* Two submissions Require:

Design: Thirty (30) days after contract award.

Construction: Forty-five (45) days after contract award.

**H.32 CONSTRUCTION OPERATIONS**

*Also See J.3.1, Project Specific Division 1, Sections 01101 and 01141.*

**H.32.1 Operations and Storage Areas**

**H.32.1.1 Confinement to Authorized Areas** The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

**H.32.1.2 Vehicular Access** The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

**H.32.2 Use Of Premises**

**H.32.2.1 Occupied Premises** If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

**H.32.2.2 Requests From Occupants** Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the COR for determination.

**H.32.2.3 Access Limited** The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract, except as necessary to perform the required work.

**H.33 SUBCONTRACTORS AND SUPPLIERS**

**H.33.1 Claims and Encumbrances** The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material, men, and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefore by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

**H.33.2 Approval of U.S. Subcontractors** (Also see H.6.16 for approval of Non-US Subcontractors)

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H.33.2.1 Advance notification required The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract, and shall similarly notify the Contracting Officer of any proposed sub-subcontract, if the subcontract or sub-subcontract involves access to classified information. The Contractor shall request a subcontract DD Form 254 from DS/IS/IND subsequent to notification of the Contracting Officer. No access to classified information or CAA spaces shall be afforded to subcontractors prior to receipt and dissemination of a subcontractor DD Form 254 issued by DS/IS/IND.

H.33.2.2 Data required The advance notification required by this provisions shall include—

- (1) A general description of the supplies or services to be subcontracted;
- (2) Identification of the proposed U.S. subcontractor, to include:
  - (A) Name and address of the firm;
  - (B) Address of principal offices;
  - (C) Name and address of each principal officer (e.g. President, Vice President, Secretary, and Treasurer);
  - (D) Names and addresses of corporate parents or of stockholders having a controlling interest in the firm.

H.33.2.3 Review and approval The Government reserves the right to review proposed subcontractors for a period of fifteen (15) calendar days before providing notice of approval or rejection of any or all subcontractors. The Contractor shall not be eligible for an adjustment of time or money for any delay associated with the Government's review of proposed subcontractors. In the event the Contractor is required to replace a subcontractor as a result of the Government's review, the Government shall have an additional fifteen (15) days for review of the proposed substitute. (Schedule for review and approval of non-U.S. subcontractors shall be in accordance with H.6.16)

H.33.2.4 Rejection of subcontractors The Government reserves the right to reject any or all subcontractors if their participation in the project, as determined solely by the Government Contracting Officer, may jeopardize national security interests of the United States. The Contractor shall promptly release any subcontractor rejected at any time by the Government under this clause. The Contractor shall not be eligible for an adjustment of time or money for any delay associated with the Government's rejection of subcontractors under this clause.

**H.34 TEMPORARY FACILITIES AND SERVICES**

**Also See J.3.1, Project Specific Division 1, Section 01501**

H.34.1 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the COR and shall be built with labor and materials furnished by the Contractor, the cost of which is included in the contract price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the COR, the buildings and utilities may be abandoned and need not be removed. See division 1 of the specification with the permission of the Contracting Officer.

H.34.2 Temporary Office. The Contractor shall provide and maintain where directed, a temporary office for use of the Contractor, and facilities for the COR and other Government employees assigned to project supervision, as required by the Contract Documents. This building or buildings shall be removed by the

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Contractor when directed by the COR. If and when directed by the COR, the Contractor shall move the office into suitable rooms in the building being constructed.

H.34.3 Temporary Environmental Controls Unless otherwise specified or unless already provided by the Government, the Contractor shall provide heat, air conditioning, ventilation and other environmental controls, of the type and by the method required by the Contract Documents and approved by the COR as necessary to protect all work, materials, and equipment against injury or damage from weather and wetness, temperature and humidity conditions, dust and similar environmental factors.

H.34.4 Temporary Utilities

H.34.4.1 Responsibility Unless otherwise specified, the Contractor shall obtain all water, light, power, and other utilities necessary for the completion of the work, including all final tests.

H.34.4.2 Connections The Contractor is responsible for determining with local authorities what is required in connection with outside services and utilities, and furnishing evidence thereof to the satisfaction of the COR.

H.34.4.3 Fees and charges The Contractor shall arrange for, and pay all fees and charges for temporary:

H.34.4.3.1 Installation of meters and other devices; and

H.34.4.3.2 Connections to existing outside services and utilities necessary for this project.

H.34.4.4 Duration of responsibility The Contractor shall arrange to receive, and make payment of, bills by utilities for the Contractor's consumption and use for their products and services, until the date of substantial completion of this project.

H.34.5 Temporary Sanitation Facilities The Contractor shall establish temporary toilets and such other facilities if necessary such as mess hall and changing rooms, as required by local law or custom, and as approved by the COR, for the use of the Contractor's employees. All such facilities shall be kept clean. The Contractor shall insure that similar facilities are maintained for employees of all subcontractors, including facilities maintained by a subcontractor.

**H.35 OVERSEAS TRAVEL**

H.35.1 In determining the cost of travel, the terms and conditions of the Federal Travel Regulations (FTR) and Joint Travel Regulation (JTR) shall apply to all travel and travel-related matters authorized under this contract; travel and travel-related expenses shall not exceed the maximum allowable under the FTR and JTR. In connection with authorized travel, the following items may be included in the firm-fixed price of the contract: (i) the cost of domestic and overseas economy-class (coach) air fare; (ii) the cost of overseas business-class air fare when authorized (Business-class travel may be authorized when the duration of travel exceeds 14 continuous hours w/o layover), (iii) the cost of hotel or housing accommodations, meals, and other incidentals when travel is undertaken; and (iv) miscellaneous expenses incurred in connection with the travel.

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H.35.2 Miscellaneous travel items such as taxi fares and other ground transportation expenses incurred in connection with the travel, and, if applicable, passport/visa fees, passport/visa photographs, travelers check fees, and airport taxes may be included in the firm-fixed price of this contract.

H.35.3 Defense Base Act Insurance

H.35.3.1 The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C.) 1651. Et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

H.35.3.2 The Contractor shall purchase Defense Base Act insurance on an annual basis.

H.35.3.3 See Section I for clauses which refer to Defense Base Act Insurance.

H.35.4 Important Notice to Bearers of Official Passports

H.35.4.1 A passport at all times remains the property of the United States and must be returned to the U.S. Government upon demand. 22 CFR § 51.7(a).

H.35.4.2 An official passport may be used **only** as long as the bearer retain the position or status for which it was issued. An official passport must be returned to the Department of State upon the termination of the bearer's official status (completion of the project) or at such other time as the Department may determine. 22 CFR §§ 51.4(c)-(d).

H.35.4.3 Bearers of an official passport must use that passport when entering or exiting their country of assignment abroad and for return to the United States. Regular (tourist) passports must be used for personal travel except when entering or exiting the country of assignment abroad.

**An official or diplomatic passport DOES:**

- Attest that the bearer is traveling on official or diplomatic business for the U.S. Government, or is an accompanying family member of such a person. It implies no other status.

**An official or diplomatic passport DOES NOT:**

- Provide diplomatic immunity;
- Provide exemption from foreign laws, including customs, immigration or labor laws;
- Allow the bearer to carry classified or sensitive material across international borders;
- Allow the bearer to avoid questions by foreign immigration or to ignore security checkpoints;
- Provide a shield from arrest;
- Shield the bearer from the hazards of war, criminal violence, or terrorism;
- Grant benefits to which the bearer is not otherwise entitled.

**An official or diplomatic passport MAY:**

- Subject the bearer to increased scrutiny by foreign governments and other entities.

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H.35.4.4 Official passports carry the same message from the Secretary of State as appears in a regular passport requesting that the bearer be permitted "to pass without delay or hindrance" and given "all lawful aid and protection." In addition, an official or diplomatic passport carries an endorsement announcing that the bearer is abroad on an official or diplomatic assignment for the U.S. Government. Thus, while traveling abroad with this passport the bearer has a special obligation to respect the laws of the country in which they are present as well as U.S. federal government and agency-specific standards of conduct.

H.35.4.5 Many countries have visa requirements for official or diplomatic passport holders that are greater than the requirements for tourist passport holders. The official passport bearer may have to obtain an official or diplomatic visa depending on the countries to which they will travel. Note that the placement of an official or diplomatic visa in a passport does not, in itself, result in diplomatic status or diplomatic immunity in the host state. You can obtain information on foreign visa requirements for official and diplomatic passport holders at:

[http://travel.state.gov/travel/requirements/specialissuance/specialissuance\\_5339.html](http://travel.state.gov/travel/requirements/specialissuance/specialissuance_5339.html).

**H.36 CONTRACTOR PERSONNEL**

H.36.1 Removal of Personnel. The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.36.2 Notice to the Government of Labor Disputes. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer and COR.

H.36.3 Construction Personnel.

H.36.3.1 Individuals who have security clearances and submitted Visit Authorizations (in accordance with H.6.2) will NOT require additional security checks.

H.36.3.2 For U.S citizens who do not possess security clearances, contractor shall submit the information required by Section H.6.2.2 to the OBO CE and SSM at least 14 days prior to deployment to site. Uncleared personnel whose NCIC check reflects unfavorable results may be denied deployment authorization/eCountry Clearance and access to the site.

H.36.3.3 See Division 1, Section 013555 for non-U.S. personnel submission and vetting process.

H.36.3.4 Contractor employees in supervisory positions requiring access to classified information or CAA spaces should have a minimum Interim Secret clearance prior to deployments. Supervisory personnel who are deployed with

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Interim clearances, or deployed prior to issuance of a security clearance, and who cannot thereafter obtain a security clearance, or whose Interim or Final security clearance is revoked or suspended, may be requested by the PD to be replaced with an individual who does have the appropriate clearance.

H.36.3.5 Failure to provide any of the above information may be considered grounds for rejections and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants, a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

**H.37 SENSITIVE POSITIONS**

**Forty-five days after contract award**, the Contractor shall submit to the COR a proposed staffing and supervision plan, identifying all positions of authority within the Contractor's organization and those of subcontractors which have been identified at that point in time. The COR, in consultation with the Contractor, shall identify which of these positions are to be considered sensitive. The Contractor, in consultation with the COR, shall then determine whether any subcontractors or key personnel which the Contractor contemplates using for the performance of the contract are known to have commitments or orientation which may constitute a potential security hazard for the Government, and shall take such steps as the COR may consider necessary to eliminate or minimize such security hazards. The Contractor shall not assign an employee to any given position or permit an employee of any subcontractor, regardless of citizenship, to occupy any position as has been determined by the COR to be a sensitive position, without the consent of the COR.

**H.38 WATCHMEN**

The Contractor shall provide sufficient personnel and materials to provide adequate protection of property at the site, in transit and storage including but not limited to measures specifically required by the Contract Documents and any security requirements under this contract.

**H.39 MATERIALS AND EQUIPMENT****H.39.1 Selection and Approval of Materials.**

H.39.1.1 Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

H.39.1.2 Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the Contracting Officer, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. In order to ensure a timely review the Contractor shall provide a submittal register ten days after contract award design and thirty days prior to start of construction activities showing when shop drawings, samples, or submittals shall be made. When directed to do so,

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the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection. All submittals earmarked for delivery to the site through the OBO Construction Executive shall be submitted IAW Section H.6.22.

H.39.1.3 Custody of Materials. The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

H.39.1.4 Basis of Contract Price. The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.39.1.5 Use of Foreign Materials. Foreign materials proposed to be used on the project shall be detailed in the Design and Construction Documents submittals. If the Contractor chooses to use foreign materials after government acceptance of the Construction Documents, the Contractor is directed to paragraph H.39.1.6 Substitutions.

H.39.1.6 Substitutions. *(See Section J.1.13 for required form)*

H.39.1.6.1 Prior approval required. Before substitutions proposed by the Contractor, after acceptance of the Construction Documents, may be used in the project, the Contractor must receive approval in writing from the Contracting Officer. Any substitution request must be accompanied by sufficient information to permit evaluation by the Government, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. Requests for use of foreign materials must provide evidence the material meets all the requirements of the contract. Requests for substitutions must be made in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

H.39.1.6.2 Approval through shop drawings. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.

H.39.1.6.3 Final approval on delivery. Acceptance or approval of proposed substitutions under the contract are conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

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H.39.2 "Or-Equal Clause". References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

H.39.3 Use and Testing of Samples.

H.39.3.1 Use. Approved samples not destroyed in testing will be sent to the COR. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

H.39.3.2 Failure of Samples. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

H.39.3.3 Taking and testing of samples. Samples of various materials or equipment delivered to the site or in place may be taken by the COR for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.

H.39.3.1 Cost of additional testing by the Government. Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract required will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.39.3.5 Directed Procurement. The Government may, at its option and upon notification to the Contractor, direct a specific location or source of procurement by the Contractor. In such event, the Contractor shall be responsible for placing the order, delivery and all related matters, subject to an equitable adjustment in the Contract Price, if applicable.

H.39.4 Allowance Items.

H.39.4.1 Definition. "Allowance items" means items designated as such by the Government in the Contract Documents which the Government has the option either to delete from the contract and procure directly, or to allow to remain in the contract as a responsibility of the Contractor to provide.

H.39.4.2 Quotations required. The Contractor shall, within 90 days after execution of the contract by the Government or other time period required by the Contract Documents or the COR, deliver to the COR quotations from suppliers for furnishing to the project site all of the allowance items listed in the Contract

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Documents. Based on an independent evaluation of the competitiveness of the quotations, the Contracting Officer will determine whether to procure directly the items in question, in whole or in part, or to instruct the Contractor to do so. The Contractor is entitled to receive, and the Contracting Officer shall furnish, a decision in these matters promptly after the receipt of the Contractor's quotations. Upon being advised of the Contracting Officer's decision, if the Contractor is to supply all or part of the allowance items, the Contractor shall promptly place the necessary orders for timely delivery and furnish copies of said orders to the COR.

H.39.4.3 Adjustment of allowance price. If the Government elects to procure the allowance item directly for subsequent installation by the Contractor, the portion of the allowance price attributable to the procurement and handling of material (the allowance value does not include overhead and profit) shall be subtracted from the Contract Allowance Item Value. If the Government elects to have the Contractor provide the allowance item, in whole or in part, the Contract Price shall be appropriately adjusted to reflect the price for the items finally approved by the Contracting Officer.

H.39.5 Non-U.S. Dimensions and Thicknesses.

Dimensions and thickness of materials mentioned in the Specifications and shown on the Contract Drawings may be listed according to United States standards, but there is no intention to require that materials shall meet these dimensions exactly. The use of standard dimensions and thicknesses as used in work of equal or better quality in the project locality will be acceptable provided they meet the terms and conditions of this contract and will satisfy the Government's requirements. If dimensions or thicknesses other than as shown and specified are used, there shall be no change in story heights, nor in outside dimensions of outer walls or partitions, and all connecting work shall be properly adjusted to any other variations due to the use of such units. Notwithstanding the COR's approval of non-U.S. dimensions and thicknesses, the Contractor shall be responsible for insuring that all portions of the work are properly connected (including portions connected to Government furnished materials and equipment and work by others.)

H.39.6 Surplus Materials.

H.39.6.1 Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, the cost of which is not included in the contract price.

H.39.6.2 Declaration of Surplus. It shall be the Contractor's responsibility at the completion of the project to declare to the appropriate local authorities, as required, any and all surplus imported materials or equipment retained or to be retained in the host country by the Contractor, and shall satisfy any required customs duties, taxes or other charges that become payable. Evidence of such declaration and satisfaction shall be submitted to the COR before final acceptance of the project.

**H.40 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL**

H.40.1 Costs to be borne by Contractor. The Contractor is responsible for paying all charges, whatsoever, except customs duties as provided herein, incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the construction site.

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Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties as provided herein), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

H.40.2 Duty-free clearance. The Contractor shall follow the instructions of the Contracting Officer (see Section C) as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which (1) are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions, (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or (3) are otherwise ineligible for duty-free entry.

**H.41 HAZARDOUS MATERIAL IDENTIFICATION**

**Reference Clause 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Reference 23.303) (See Section/Paragraph I.85)**

In addition to the provisions of the referenced clause, the following shall apply.

H.41.1 Notification. The Contractor shall notify the COR in writing of all hazardous material deliveries five (5) calendar days before delivery of the material. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials.

H.41.2 Responsibility of Contractor. Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

H.41.3 Compliance with laws. The Contractor shall comply with applicable and host country laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

H.41.4 Subcontracts. The Contractor shall insert this clause, including this paragraph (d), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this contract involving hazardous material.

**H.42 SPECIAL WARRANTIES**

H.42.1 Special Warranty Obligations. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-

(1) Obtain all warranties that are required by the Contract documents and those that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, unless otherwise directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, unless otherwise directed by the Contracting Officer.

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H.42.2 Warranty information. The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than with request for inspection for Substantial Completion.

**H.43 DEFINITIONS**

H.43.1 In addition to the definitions provided in Section I, FAR 52.202-1 (see Section/Paragraph I.1), the following definitions shall apply when used in connection with this contract:

H.43.2.1 "Contract," when referring to this agreement between the Government and the contractor, comprises and includes all of the following:

H.43.2.1.1 the Government's solicitation that led to this award;

H.43.2.1.2 all amendments to that solicitation;

H.43.2.1.3 all requirements in the sections listed in the Order of Precedence clause, H.23;

H.43.2.1.4 all authorities referenced as requirements in that solicitation, those answers, those amendments, those listed sections, or in any modifications to this contract;

H.43.2.1.5 all modifications and change orders to this contract;

H.43.2.1.6 Reserved

H.43.2.2 "Contract Drawings or Drawings", where indicated by the context, means those drawings specifically listed in the executed construction contract or as later incorporated into the contract by contract modification or change order.

H.43.3 "Day" means a calendar day unless otherwise specifically indicated.

H.43.1 "Host Country" means the country in which the project is located.

H.43.5 "Material" means all materials, fixtures and other articles incorporated in or which are intended to remain with, the project.

H.43.6 "Notice to Proceed" means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under the contract as of a date set forth in the Notice.

H.43.7 "Other Submittals" includes progress schedules, setting drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.

H.43.8 "Project Data" includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

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H.43.9 "Samples" are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

H.43.10 "Schedule of Defects" or "Punch List" means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the COR has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.

H.43.11 "Separate Contractor" means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

H.43.12 "Work" means any and all permanent construction, which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

H.43.13 "Construction equipment" means all items used in performing the work for this project, but not to remain with the project.

H.43.14 "Government" means the Government of the United States of America.

H.43.15 "Post" means the United States diplomatic post for whose use the project is being constructed, unless otherwise designated by the Contracting Officer.

H.43.16 "Project" means the entire facility to be constructed at the site, of which the work under this contract may be the whole or a part.

H.43.17 "Contracting Officer Representative ("COR")" means a person designated and appointed in writing by the Contracting Officer. The COR shall be the Government's representative on the project for technical operations. Certain and specific Contracting Officer duties may be delegated by the Contracting Officer to the COR. The COR is authorized to act on behalf of the Contracting Officer to perform only those duties expressly delegated by the Contracting Officer and as specifically set forth in the Contract Documents.

H.43.18 "Subcontractor" means a person or entity to whom the Contractor has awarded a subcontract to perform a portion of the work at the site under this contract, and unless otherwise indicated, does not include material suppliers or manufacturers not performing work at the site.

H.43.19 "United States" or "U.S." means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and possessions of the United States.

**H.44 INFORMATION CONCERNING THE HOST COUNTRY**

H.44.1 Information Concerning Host Country. The offeror shall confirm and verify all information and shall not rely on data provided by the Government concerning the host country, such as climatological data at the site, local laws and customs, currency restrictions, taxes, or the availability of local labor, materials and transportation, etc. It is the responsibility of the Offeror to determine and gather the information necessary to perform this contract.

H.44.2 Information Obtained by Offeror. Before submitting a proposal, each Offeror shall, at its own expense, make or obtain any additional examinations,

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investigations, explorations, tests and studies, and obtain any additional information which the Offeror requires.

H.44.3 Notice of Errors or Discrepancies. Offerors shall promptly notify the issuing office of any apparent ambiguity, inconsistency or error in or among the Solicitation Documents, the proposed Contract Documents, site data provided by the Government, and the requirements of applicable laws, regulations or customs, which they discover as a result of their examination of such documents or upon examination of the project site and review of local conditions affecting the performance of the contract. If necessary, the Government will issue Amendments to supplement the documents or correct any ambiguity, inconsistency or error found.

**H.45 CONFERENCES****H.45.1 Project Kickoff**

H.45.1.1 After award of the contract, a date will be set for the project design development conference. The conference will be held at the time, date and place specified.

H.45.1.2 The contractor is requested to advise the Contracting Officer of attendee's names, passport numbers, positions, and security clearance levels. Visit Authorization Requests for cleared personnel attending the design development conference must be submitted to DS/IS/IND in accordance with Section H.6.2 and the DD 254 Form issued with the contract.

H.45.1.3 The contractor is responsible for making all arrangements and for all its costs and expenses to attend and participate in the Project Kickoff Conference.

H.45.1.4 Technical and contracting personnel will be available to discuss the project.

**H.45.2 Pre-Construction Conference**

Conference Date: To be Determined

Location: Construction Site Location

H.45.2.1 During the project design, a date will be set for the Pre-construction conference. The conference will be held at the time, date and place specified.

H.45.2.2 The contractor is requested to advise the Contracting Officer of attendee's names, social security numbers, passport numbers, positions, and security clearance levels. Visit Authorization Requests for cleared personnel attending the pre-construction conference must be submitted to DS/IS/IND in accordance with Section H.6.2 and the DD 254 Form issued with the contract.

H.45.2.3 The contractor is responsible for making all arrangements and for all its costs and expenses to attend and participate in the Pre construction Conference.

H.45.2.4 Technical and contracting personnel will be available to discuss the project.

**H.46 CHANGE ORDER PROCESSING**

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## SECTION H

## SPECIAL CONTRACT REQUIREMENTS

In the event a change to the contract is required, either due to a request from the Government or as identified by the Contractor, the Government will endeavor to issue an appropriate modification, if required, within thirty (30) days if within the authority of the Contracting Officers Representative or within sixty (60) days if additional approvals are required.

**H.47 CISCO EQUIPMENT**

H.47.1 The Contractor shall acquire all Cisco equipment from a Cisco Authorized Channel Partner (Vendor) with the certification/specialization level required by Cisco to support both the product sale and product pricing, in accordance with the applicable Cisco certification/specification requirements. The Contractor shall ensure the products acquired from the Vendor are new and in their original box. Third party non-Cisco warranted products, used equipment, or "like new" equipment are prohibited. The Contractor shall request the Vendor to confirm it sourced all Cisco products from the Manufacturer or through Manufacturer Authorized Channels only, in accordance with all applicable laws and policies at the time of purchase. Equipment not sourced in accordance with this provision and equipment determined not to be genuine Cisco products listing the Department of State as the owner/licensee shall be replaced at no additional cost to the Government.

H.47.2 Prior to the equipment installation, the Contractor is required to provide the Government with the MAC Addresses and serial numbers of all acquired Cisco equipment before any installation occurs.

**H.48 ENGLISH LANGUAGE DOCUMENTATION REQUIREMENT**

All submittals provided by the contractor to the Government under this contract that are not provided in the English language shall be accompanied by an English language translation.

**H.49 CONTRACTOR VETTING AS A CONDITION OF AWARD**

Contractors shall advise the Contracting Officer of any changes in personnel listed in the DS Form 4184 and shall provide vetting information on new individuals. The government reserves the right to vet these personnel changes and to terminate contracts for convenience based on vetting results.

**H.50 REPORTING ACCIDENTS**

The Contractor shall provide notice to the Government and prepare a written report of any kind of incident or accident involving damage to property or injury of personnel. Notice of property damage shall be provided to the Contracting Officer's Representative (COR) within two hours of the incident, if during normal business hours, or within two hours of the beginning of the next work day if the incident occurs other than during duty hours. In event of an accident or incident involving serious injury or death or the discharge of a firearm, the Contractor shall notify the COR within one hour. The Contractor shall prepare a detailed written report of each incident or accident and forward one copy of the report to the Contracting Officer and one copy to the designated COR not later than 48 hours after the occurrence of the incident.

**H.51 TASK ORDER AWARD AND PROCESSING**

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## SECTION H

## SPECIAL CONTRACT REQUIREMENTS

The Government will award Project Task Orders using a variety of approaches, as described below:

## H.51.1 Contractor Selection

H.51.1.1 Award of each individual task order will be competed between the firms chosen to compete in the selection process for specific project acquisition consistent with FAR 16.505(b). Task order acquisition competition set asides may be determined appropriate for any of the small business set-aside concern categories in accordance with the Federal Acquisition Regulation. Additionally, any task order not estimated to exceed \$7 million shall be set aside for exclusive participation of small business and may include any single or multiple category or categories of small business. If any IDIQ contract is awarded to a large business, their participation is limited to project task order solicitations where the award is expected to exceed \$7 million. At least one category of small business will be selected for participation in all task order solicitation competitions.

H.51.2 Contractors selected to participate in the project task order competitive process will be provided a date, time, and place for a site survey, if required. The Contractors shall perform a site survey and investigation in accordance with the terms and conditions of this contract and shall submit the reports and documentation required by the project Statement of Work. The required reports and documentation may include but are not limited to a site survey report, conceptual design drawings/thirty percent drawings, reports of economic studies, energy reduction estimates, and project price proposals.

H.51.3 The basis for award for each project task order will be Low Priced Technically Acceptable unless identified differently in the Task Order Proposal Request (TOPR).

IRAQ /AFGAN ONLY BELOW**H.52 CONTRACTOR PERSONNEL PERFORMING UNDER CONTRACTS IN IRAQ AND AFGHANISTAN - Use of the Synchronized Pre-Deployment Operational Tracker (SPOT)**

Per the National Defense Authorization Act of 2008: the Department of State, the Department of Defense, and the United States Agency for International Development, designated SPOT as a common database to serve as a repository of information on contracts in Iraq and Afghanistan and for contractor personnel in Iraq and Afghanistan (see FAR clause **52.225-19**). Information on how to register in SPOT is available at <http://www.resource.spot-es.net/>.

- (a) Upon award or modification of this term into the contract, the contractor shall ensure that every employee, including subcontractor personnel, performing work in Iraq or Afghanistan, are entered into the SPOT database. The data required includes:
  - a. Entering the individual (US Citizen and Third Country National) into the SPOT database and requesting the Letter of Authorization (LOA); in addition to entering the Iraqi/Afghan National and entering deployment information (No LOA needed for Local Nationals);
  - b. Setting the "in-theater" date for all employees in country (Iraq or Afghanistan) so the deployment shows as active in the database;
  - c. Updating the LOA records within 7 days if an individual is killed or wounded; and

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## SPECIAL CONTRACT REQUIREMENTS

- d. Closing the deployment within 7 days of the individual leaving theater
- (b) The government will provide the following checked services to the contractor(s) that need life support services under this contract (if authorized, these services will be approved on an individual basis by the Contracting Officer on the LOA):

**IRAQ****Department of State Embassy or Consulate Provided Services:**

- [ ] Billeting - government lodging facilities
- [ ] Dining Facilities (DFACS)- (at contractor/company expense)
- [ ] Government Furnished Meals - government provided meals
- [ ] Morale, Welfare and Recreation (MWR) - access to government provided MWR services
- [ ] Dependents Authorized - permission for dependents to accompany
- [ ] Resuscitative Care - government provided resuscitative care (if required)
- [ ] Diplomatic Post Office (DPO)- Authorized Use of DPO
- [ ] Embassy Air- authorized use of Embassy Air (at contractor/company expense)
- [ ] Authorized Weapon
- [ ] Local Access Badge

**Department of Defense Provided Services:**

- [ ] Billeting - government lodging facilities
- [ ] Dining Facilities (DFACS)- (at contractor/company expense)
- [ ] Mil Clothing - access to government clothing facilities
- [ ] Mil Issued Equipment - authorization for use of OCIE
- [ ] Commissary - access to government grocery services
- [ ] Army Post Office / Fleet Post Office / Military Post Office (APO/FPO/MPO) Postal Services - government provided postal services
- [ ] Common Access Card (CAC)- authorized issuance of a CAC for facility and computer access
- [ ] Contractors Authorized to Accompany the Force (CAAF) - grants protected status in accordance with international conventions (Geneva and Hague conventions); allows routine/recurrent access to U.S. controlled facilities as primary duty location; generally recognizes contractor is subject to the rights and restrictions of U.S. law (particularly regarding matters/orders related to force protection, security, safety, and general welfare)
- [ ] Mil Banking - access to government provided banking facilities
- [ ] Mil Exchange - access to government provided exchange facilities
- [ ] Milair - authorization to travel on government aircraft
- [ ] Fuel Authorized - access to government provided fueling facilities
- [ ] Excess Baggage - government authorization for additional baggage

**Afghanistan****Department of State Embassy or Consulate Provided Services:**

- [ ] Billeting - government lodging facilities
- [ ] Dining Facilities (DFACS)- (at contractor/company expense)
- [ ] Government Furnished Meals - government provided meals
- [ ] Morale, Welfare and Recreation (MWR) - access to government provided MWR services
- [ ] Dependents Authorized - permission for dependents to accompany
- [ ] Resuscitative Care - government provided resuscitative care (if required)
- [ ] Diplomatic Post Office (DPO)- Authorized Use of DPO
- [ ] Embassy Air- authorized use of Embassy Air (at contractor/company expense)
- [ ] Authorized Weapon
- [ ] Local Access Badge

**Department of Defense Provided Services:**

- [ ] Billeting - government lodging facilities
- [ ] Dining Facilities (DFACS)- (at contractor/company expense)
- [ ] Mil Clothing - access to government clothing facilities
- [ ] Mil Issued Equipment - authorization for use of OCIE
- [ ] Commissary - access to government grocery services
- [ ] Army Post Office / Fleet Post Office / Military Post Office (APO/FPO/MPO) Postal

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- Services - government provided postal services
- [ ] Common Access Card (CAC)- authorized issuance of a CAC for facility and computer access
- [ ] Contractors Authorized to Accompany the Force (CAAF) - grants protected status in accordance with international conventions (Geneva and Hague conventions); allows routine/recurrent access to U.S. controlled facilities as primary duty location; generally recognizes contractor is subject to the rights and restrictions of U.S. law (particularly regarding matters/orders related to force protection, security, safety, and general welfare)
- [ ] Mil Banking - access to government provided banking facilities
- [ ] Mil Exchange - access to government provided exchange facilities
- [ ] Milair - authorization to travel on government aircraft
- [ ] Fuel Authorized - access to government provided fueling facilities
- [ ] Excess Baggage - government authorization for additional baggage

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.

Clauses numbered 652.XXX... Are Department of State Acquisition Regulation \*DOSAR) Clauses.

## **1. DEFINITIONS**

**I.1 52.202-1 DEFINITIONS (NOV 2013)** (Reference 2.201) (See section/paragraph H.43)

**I.2 Reserved**

## **2. THE CONTRACT**

### **2.1 ORGANIZATION AND INTERPRETATION OF DOCUMENTS**

**I.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)** (Reference 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR)

<http://www.acqnet.gov/far> or,

<http://farsite.hill.af.mil/vffara.htm>

Department of State Acquisition Regulation (DOSAR)

<http://www.statebuy.state.gov/dosar/dosartoc.htm>

**I.4 Reserved**

**I.5 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)** (Reference 25.1103)

**I.6 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)** (Reference 36.521) (See section/paragraph H.29)

**I.7 52.236-21 I SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)--ALTERNATE I (APR 1984)** (Reference 36.521)

**I.8 DOSAR 652.243-70 NOTICES (AUG 1999)** (Reference DOSAR 643.104-70)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

**I.9 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)** (Reference 52.107(d))

Portions of this contract are altered as follows: See cross referenced data provided in the FAR Clauses. All supplemental information and requirements were identified and provided in the RFP.

**I.9a 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)** (Reference 52.107(f))

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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

**2.2 OWNERSHIP AND USE OF DOCUMENTS**

**See table of contents for applicable Section and Paragraph.**

Ownership and Use of Drawings, Specifications, and Models

Record Documents

"As-Built" Documents

**2.3 STANDARDS OF CONDUCT**

I.10 52.203-3 GRATUITIES (APR 1984) (Reference 3.202)

I.11 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984) (Reference 3.104)

I.12 RESERVED.

I.13 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010) (Reference 3.502-3)

I.14 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) (Reference 3.104-9)

I.15 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) (Reference 3.104-9)

I.15A 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007) (Reference 3.808)

I.16 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Reference 3.808)

I.16a 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

I.16b 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Reference 3.1106)

I.17 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Reference 15.408)

I.18 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Reference 15.408)

I.19 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) (Reference 23.505)

**2.4 FINANCIAL RECORDS AND ACCOUNTING**

I.20 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010) (Reference 15.209)

I.21 RESERVED

I.22 RESERVED

I.23 RESERVED

I.24 RESERVED

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**I.25 RESERVED****I.26 52.242-13 BANKRUPTCY (JUL 1995)** (Reference 42.903)**2.5 MISCELLANEOUS****I.27 52.216-18 ORDERING (OCT 1995)** (Reference 16.506(a))

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from \_\_\_\_\_ through \_\_\_\_\_ [Dates to be inserted upon award].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.27a 52.216-19 ORDER LIMITATIONS (OCT 1995)** (Reference 16.506(b))

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$40,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$20,000,000.00;

(2) Any order for a combination of items in excess of \$100,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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**I.27b 52.216-22 INDEFINITE QUANTITY (OCT 1999)** (Reference 16.506(e))

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after contract completion.

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I.28 52.204-1 APPROVAL OF CONTRACT (DEC 1989) (Reference 4.103)

This contract is subject to the written approval of Head of the Contracting Activity and shall not be binding until so approved.

### 3. MODIFICATIONS AND PROPOSAL SUBMISSION

I.29 RESERVED

I.30 RESERVED

I.31 RESERVED

I.32 RESERVED

I.33 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 2010) (Reference 15.408)

I.34 52.215-21 I REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 1997)--ALTERNATE II (OCT 1997) (Reference 15.408)

I.35 Reserved

I.36 Reserved

### 4. BONDS AND INSURANCE

#### 4.1 PERFORMANCE AND PAYMENT SECURITY

I.37 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997) (Reference 28.106-4)

I.38 52.228-11 PLEDGES OF ASSETS (JAN 2012) (Reference 28.203-6)

I.39 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995) (Reference 28.106-4)

I.40 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999) (Reference 28.204-4)

*The Blanks are completed as follows:*

1. SAQMMMA-\_\_-R-\_\_\_\_\_:
2. Department Of State
3. Address: A/LM/AQM/FDCD, SA-6a, 1735 N. Lynn Street Suite 400, Arlington VA 22209
4. (e) (1) TO BE IDENTIFIED BY THE CONTRACTOR
5. (e) (1) TO BE IDENTIFIED BY THE CONTRACTOR
6. (e) (1) TO BE DETERMINED BASED ON THE PERFORMANCE PERIOD OF THE CONTRACT.

I.41 52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (OCT 2010) (Reference 28.102-3(a))

#### 4.2 INSURANCE

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**I.42 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)**  
(Reference 28.309) [See section/paragraph H.1]

**I.42A, 52.228-4, WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)** (Reference 28.309(b))

**I.43 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**  
(Reference 28.310) (See section/paragraph H.3.1.1)

**See table of contents for applicable Section and Paragraph.**

War Risk

Amount of Insurance

H.1 MANDATORY SOURCE DEFENSE BASE ACT INSURANCE

I.73 DOSAR 652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE  
BASE ACT)—SERVICES (JUN 2006) (DEVIATION)

L.20 DEFENSE BASE ACT INSURANCE

**5. TIME**

**5.1 GENERAL PROVISIONS**

**See table of contents for applicable Section and Paragraph.**

F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK  
(APR 1984)

F.2 52.211-10I COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK  
Alt I (APR 1984)

F.3 52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)

F.4 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

**5.2 PROGRESS SCHEDULES**

**I.44 SCHEDULES FOR CONSTRUCTION:** See J.3.1, Project Specific Division 1,  
Section 01321 (See section/paragraph F.6 and F.10)

**I.45 52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991)** (Reference 42.1107)

**See table of contents for applicable Section and Paragraph.**

**CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES**

**5.3 DELAYS**

**I.46 52.211-13 TIME EXTENSIONS (SEPT 2000)** (Reference 11.503)

**See table of contents for applicable Section and Paragraph.**

Excusable Delays

Documentation of Requests for Extensions

**6. GOVERNMENT'S RESPONSIBILITIES**

**6.1 GOVERNMENTAL REPRESENTATIVES**

**I.47 52.236-4 PHYSICAL DATA (APR 1984)** (Reference 36.504)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

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## CONTRACT CLAUSES

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by N/A - Design/Build Contractor shall gather the required data during the site visit and design phase.

(b) Weather conditions Design/Build Contractor shall gather the required data during the site visit and design phase.

(c) Transportation facilities Design/Build Contractor shall gather the required data during the site visit and design phase.

(d) Design/Build Contractor shall gather the required data during the site visit and design phase.

(End of clause)

See table of contents for applicable Section and Paragraph.

Authorized Representatives of the Contracting Officer  
Contracting Officer's Representative

## 6.2 GOVERNMENT-FURNISHED SERVICES

See table of contents for applicable Section and Paragraph.

Zoning Approvals and Building Permits  
Other Services not to Relieve Contractor

## 6.3 GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT

I.48 52.245-1 GOVERNMENT PROPERTY (APR 2012) (Reference 45.107)

I.49 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)  
(Reference 45.107)

I.50 Reserved

I.51 52.245-9 USE AND CHARGES (APR 2012) (Reference 45.107)

I.52 Reserved

## 6.4 WORK BY THE GOVERNMENT AND SEPARATE CONTRACTORS

I.53 52.236-8 OTHER CONTRACTS (APR 1984) (Reference 36.508)

## 7. CONTRACTOR'S RESPONSIBILITIES

### 7.1 GENERAL RESPONSIBILITIES

I.54 52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Reference 4.404) (See section/paragraph H.6)

I.55 52.204-2 II SECURITY REQUIREMENTS (AUG 1996)--ALTERNATE II (APR 1984)  
(Reference 4.404)

I.56 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)  
(Reference 4.1301)

I.57 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) (Reference 4.1403(a))

I.58 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012) (Reference 9.108-5(b))

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**I.59 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)** (Reference 22.1705)

**I.60 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)** (Reference 23.903)

**I.61 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)** (Reference 25.301-4)

**I.62 DOSAR 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)** (Reference DOSAR 629.401-70)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

**I.63 DOSAR 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)** (Reference DOSAR 625.7002(b))

**I.64 Reserved**

**I.65 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)** (Reference 36.506)

**I.66 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)** (Reference 36.507)

**I.67 52.236-8 OTHER CONTRACTS (APR 1984)** (Reference 36.508)

**I.68 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)** (Reference 36.609-1)

*The Blank is completed as follows:*  
N/A for Design/Build Projects

**I.69 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)** (Reference 36.609-2)

**I.70 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)** (Reference 36.609-3)

**I.71 52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (Jun 2003)** (Reference 36.609-4)

**I.72 52.236-26 PRE-CONSTRUCTION CONFERENCE (FEB 1995)** (Reference 36.522)

**I.73 DOSAR 652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (JUN 2006) (DEVIATION)** (Reference DOSAR 628.309-70(b))

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:

(1) United States citizens or residents;

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(2) Individuals hired in the United States or its possessions, regardless of citizenship; and

(3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

(b) Reserved

(c) Reserved

(d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contracting officer shall modify this contract accordingly.

(f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

(g)(1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:

(i) Contract number;

(ii) Name of Contractor;

(iii) Brief description of the services to be provided under the contract and country of performance;

(iv) Name and position title of individual(s);

(v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);

(vi) Dates (or timeframe) of performance at the overseas location; and,

(vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).

(3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

**I.74 DOSAR 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)**  
(Reference DOSAR 629.402-1-70)

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Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

**I.75 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)** (Reference 36.510)

**I.76 52.236-12 CLEANING UP (APR 1984)** (Reference 36.512)

**I.77 DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)** (Reference 642.272 (b))

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

### **7.3 TEMPORARY FACILITIES AND SERVICES**

**See table of contents for applicable Section and Paragraph.**

Temporary Facilities

Temporary Office

Temporary Environmental Control

Temporary Utilities

Temporary Sanitation

### **7.4 TRANSPORTATION and SHIPPING**

**I.78** Reserved

**I.79 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)** (Reference 47.405) (See section/paragraph D.4)

**I.80 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)** (Reference 47.507) (See section/paragraph D.4)

**I.80a 52.247-68 - Report of Shipment (REPSHIP) (FEB 2006)** (Reference 47.208-2)

**I.81 DOSAR 652.242-71 NOTICE OF SHIPMENTS (JUL 1988)** (Reference DOSAR 642.1406-2-70 (a))

**I.81a DOSAR 652.242-72 SHIPPING INSTRUCTIONS (DEC 1994)** (Reference DOSAR 642.1406-2-70 (b))

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See table of contents for applicable Section and Paragraph.

Despatch Agents

**8. PRELIMINARY MATTERS**

**SITE CONDITIONS**

I.82 52.236-2 DIFFERING SITE CONDITIONS (APR 1984) (Reference 36.502) (See section/paragraph H.25.1 and H.26.2)

I.83 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) (Reference 36.503)

I.84 52.236-17 LAYOUT OF WORK (APR 1984) (Reference 36.517)

See table of contents for applicable Section and Paragraph.

Preservation of Reference Points and Benchmarks

Certification of Boundary Markers

**9. PROTECTION OF PERSONS AND PROPERTY**

**9.1 SAFETY PROGRAMS AND PRECAUTIONS**

I.85 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Reference 23.303) (See section/paragraph H.41)

I.86 52.223-3 I HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)-- ALTERNATE I (JUL 1995) (Reference 23.303)

I.87 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) (Reference 23.1005)

I.88 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) (Reference 23.907)

I.89 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (Reference 23.1105)

I.90 52.236-13 ACCIDENT PREVENTION (NOV 1991) (Reference 36.513)

I.90a DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004) (Reference DOSAR 636.513)

I.91 52.236-13 I ACCIDENT PREVENTION (NOV 1991)--ALTERNATE I (NOV 1991) (Reference 36.513)

I.92 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984) (Reference 36.509)

See table of contents for applicable Section and Paragraph.

Watchmen

**10. SUBCONTRACTORS AND SUPPLIERS**

**10.1 GENERAL PROVISIONS**

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**I.93 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)** (Reference 9.409)

**I.94 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)** (OMB Policy Memorandum M-12-16)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

**I.95 52.244-2 SUBCONTRACTS (OCT 2010)** (Reference 44.204)

**I.95a 52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)** (Reference 44.403)

(a) Definitions. As used in this clause—

"Commercial item" has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

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(iii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(x) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**10.2 ORGANIZATION OF DRAWINGS AND SPECIFICATIONS**

Reference:

Claims and Encumbrances (Section/Paragraph H.33.1)

Indemnification Against Claims and Encumbrances (Section/Paragraph H.19)

**10.3 SELECTION AND APPROVAL OF SUBCONTRACTORS**

**I.96 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)** (Reference 19.1308)

**I.97 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)** (Reference 19.708)

**I.98 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013 O0014) (AUG 2013))** (Reference 19.708(b))

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**I.99 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2001)--ALTERNATE II (OCT 2001)** (Reference 19.708(b)(1))

**I.100 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)** (Reference 19.811-3)

**I.101 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)** (Reference 19.708)

**I.102 RESERVED**

**I.103 RESERVED**

**I.104 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (JUL 2013)** (DEVIATION)

**See table of contents for applicable Section and Paragraph.**

Advance Notification of Subcontracts

Approval of Subcontractors

(a) *Disadvantaged status for joint venture partners, team members, and subcontractors.* This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors (see exception in paragraph (b) of this section) through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern is a small disadvantaged business concern certified by the Small Business Administration by using the System for Award Management or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) For subcontractors that are not certified as a small disadvantaged business by the Small Business Administration, the Contractor shall accept the subcontractor's written self-representation as a small disadvantaged business, unless the Contractor has reason to question the self-representation.

(c) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, in the Contractor's own format providing the same information, or accomplished through using the Electronic Subcontracting Reporting System's Small Disadvantaged Business Participation Report. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small Business Subcontracting Plan, reports shall be submitted with the final Individual Subcontract Report at the completion of the contract.

## **11. CONSTRUCTION PERSONNEL**

### **11.1 LABOR UTILIZATION**

**I.105 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**

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(Reference 22.103-5)

**I.106 52.222-3 CONVICT LABOR (June 2003)** (Reference 22.202)

**11.2 IMPORTED LABOR**

**I.107 52.222-29 NOTIFICATION OF VISA DENIAL (June 2003)** (Reference 22.810)

**11.3 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION**

**I.108 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)** (Reference 22.810)

**I.109 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)** (Reference 22.810(b))

**I.110 52.222-26 EQUAL OPPORTUNITY (MAR 2007)** (Reference 22.810)

**I.111 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)** (Reference 22.810)

**I.112 52.222-35 Equal Opportunity for Veterans (SEPT 2010)** (Reference 22.1310(a)(1))

**I.113 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)** (Reference 22.1408)

**I.114 52.222-37 Employment Reports on Veterans (SEPT 2010)** (Reference 22.1310b)

**I.115 RESERVED**

**12. MATERIALS AND EQUIPMENT**

**12.1 GENERAL PROVISIONS**

**I.116 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)** (Reference 11.604(b))

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700). (See section/paragraph H.12)

**I.117 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)** (Reference 36.505)

**I.118 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (MAY 2008)** (Reference 23.106(b))

(a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

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"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content;

(2) Submit this estimate to Contracting Officer's Representative.

**See table of contents for applicable Section and Paragraph.**

Selection and Approval of Materials  
Directed Procurement  
Allowance Items  
Custody of Materials

## **12.2 MATERIALS AND EQUIPMENT**

**I.119 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**  
(Reference 3.503-2)

**I.120 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)** (Reference 51.107)

**I.121 Reserved**

## **12.3 IMPORTED MATERIALS, EQUIPMENT AND PERSONNEL**

**I.122 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**  
(Reference 25.1103a)

**See table of contents for applicable Section and Paragraph.**

Imported Materials  
Shipment and Customs Clearance  
Surplus Materials

## **12.4 SUBMITTALS**

**See table of contents for applicable Section and Paragraph.**

Definitions  
Review and Approval by Contractor  
Submission  
Action on Submittals  
Variations in Submittals  
Use of Submittals  
Placement of Orders  
Use and Testing of Samples

## **12.5 HAZARDOUS AND POLLUTION**

See 9.1 SAFETY PROGRAMS AND PRECAUTIONS

## **13. INSPECTION AND CORRECTION OF WORK**

### **13.1 TESTS AND INSPECTIONS**

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I.123 Reserved

I.124 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996) (Reference 46.312)

13.2 WARRANTIES AND GUARANTEES

I.125 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994) (Reference 46.710)

I.126 52.246-21 I WARRANTY OF CONSTRUCTION (MAR 1994)--ALTERNATE I (APR 1984)  
(Reference 46.710)

See table of contents for applicable Section and Paragraph.  
Special Warranties

14. CHANGES AND EQUITABLE ADJUSTMENTS

14.1 GENERAL PROVISIONS

I.127 52.243-4 CHANGES (JUN 2007) (Reference 43.205)

I.128 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984) (Reference 43.205)

I.129 52.243-7 NOTIFICATION OF CHANGES (APR 1984) (Reference 43.107)

*The Blanks are completed as follows:*

1. 30 calendar
2. 30

I.130a 52.248-2 VALUE ENGINEERING-Architect-Engineer (MAR 2000) (Reference 48.201(f))

I.130b 52.248-3 VALUE ENGINEERING-CONSTRUCTION (OCT 2010) (Reference 48.202)

14.2 CHANGES IN TIME

See table of contents for applicable Section and Paragraph.  
Time Extensions

14.3 EQUITABLE ADJUSTMENTS

See table of contents for applicable Section and Paragraph.  
Basis for Equitable Adjustments  
Documentation of Proposals for Equitable Adjustments

15. PAYMENTS AND COMPLETION

15.1 CONTRACT PRICE

I.131 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (Reference 29.401-3)

I.132 52.229-6 TAXES-FOREIGN FIXED-PRICE CONTRACTS (FEB 2013) (Reference 29.402-1)

See table of contents for applicable Section and Paragraph.  
Excise Tax Exemption Statement for Contractors within the United States

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15.2 REQUESTS FOR PAYMENT

I.134 Reserved

I.135 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (JUL 2013) (Reference 32.1110)

*The Blanks are completed as follows:*

1. U.S. Department of State  
Global Financial Services  
Office of Claims
2. P.O. Box 150008  
Charleston, SC 29415-50008
3. Phone: 843-202-3896/5/4 FAX: 843-746-0725
4. Tony Teixeira/Brian Beckett/Emily Mills
5. CommercialClaims@State.Gov

See table of contents for applicable Section and Paragraph.

Detailed Estimate for Progress Payments  
Monthly Progress Payment Requests  
Certification of Payment to Subcontractors

15.3 PAYMENTS

I.136 52.232-5 Payments under Fixed-Price Construction Contracts (SEPT 2002)  
(Reference 32.111) (See section/paragraph G.7.1 and G.7.4)

I.137 52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010) (Reference 32.111)

I.138 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) (Reference 32.806)

I.139 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (JUL 2013 ) (Reference 32.1110)

I.139a 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Reference 32.009-2)

See table of contents for applicable Section and Paragraph.

Invoicing

15.4 FAILURE OF PAYMENT

I.140 52.232-17 INTEREST (OCT 2010) (Reference 32.617)

I.141 52.232-25 PROMPT PAYMENT (JUL 2013) (Reference 32.908(c)) [See section/paragraph G.1.(c)]

I.142 52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (JUL 2013) (Reference 32.908(a))

I.143 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUL 2013 ) (Reference 32.908(b)) (See section/paragraph G.7.6)

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See table of contents for applicable Section and Paragraph.  
Currency Fluctuation

15.5 SUBSTANTIAL COMPLETION

I.144 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) (Reference 36.511)

See table of contents for applicable Section and Paragraph.  
Definitions  
Use and Possession upon Substantial Completion  
Early or Interim Possession and Use  
Use of Equipment by the Government

15.6 FINAL COMPLETION AND ACCEPTANCE

See table of contents for applicable Section and Paragraph.  
Definitions  
Final Completion and Acceptance  
Final Acceptance

16. CLAIMS, DISPUTES AND PROTESTS

I.145 52.233-1 DISPUTES (JUL 2002) (Reference 33.215)

I.146 52.233-1 I DISPUTES -- ALTERNATE I (DEC 1991) (Reference 33.215)

I.147 52.233-3 PROTEST AFTER AWARD (AUG 1996) (Reference 33.106)

I148A 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

17. SUSPENSION AND TERMINATION

17.1 SUSPENSION BY GOVERNMENT

I.148 52.242-14 SUSPENSION OF WORK (APR 1984) (Reference 42.1305)

17.2 TERMINATION FOR CONVENIENCE

I.149 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (Reference 49.502)

I.150 52.249-2 I TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)-- ALTERNATE I (SEPT 1996) (Reference 49.502)

I.151 (RESERVED)

I.152 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984) (Reference 49.503)

17.3 TERMINATION FOR CAUSE

I.153 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) (Reference 49.504)

18. ADMINISTRATION

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**I.154 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)**  
(Reference 4.303)

**I.155 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)** (Reference 4.1105  
(a) (1))

I.156 52.204-13 - SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) (Reference  
4.1105(b))

I.157 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING  
RESPONSIBILITY MATTERS (JUL 2013) (Reference 9.104-7(c))

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments-

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by-

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c) (1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures,

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prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

**I.158 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984) (Reference 24.104)**

**I.159 52.224-2 PRIVACY ACT (APR 1984) (Reference 24.104)**

**I.160 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) (Reference 53.111)**

**I.161 52.203-17 - Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (Sep 2013)**

**I.162 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013) (Reference 19.309(d))**

**I.163 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (Reference 32.706-3)**

**ADDED AT AWARD**

**I.164 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) (Reference 17.208(f))**

**I.165 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (Reference 17.208(g))**



**SECTION J**  
**LIST OF ATTACHMENTS**

**SUMMARY**

See Separate Detailed Section J Document included within this electronic RFP Package. Documents in this list are included in Section J if Applicable

**SECTION J - LIST OF ATTACHMENTS**

**J.1 ADMINISTRATIVE DOCUMENTS**

- J.1.1 DS Security Classification Guide for Design and Construction of Overseas Facilities, May 2003
- J.1.2 DOS Contractor's Release Certificate, Apr 1978
- J.1.3 Standard Form 25, "Performance Bond"
- J.1.4 Standard Form 25A, "Payment Bond"
- J.1.5 Sample "Irrevocable Letter of Credit"
- J.1.6 Form DS-1037, "Mailing List Application for Construction Contracts"  
Attachment A to DS-1037, "Certification Statements"
- J.1.7 SF-294, "Subcontracting Report on Individual Contracts," Sept 2001  
Submission required via the Electronic Subcontract Reporting System (eSRS) Small Business Subcontract Reporting System at [www.esrs.gov](http://www.esrs.gov).
- J.1.8 SF-295, "Summary Subcontracting Report," Sept 2001 Submission required via the Electronic Subcontract Reporting System (eSRS) Small Business Subcontract Reporting System at [www.esrs.gov](http://www.esrs.gov).
- J.1.9 ACH Vendor/Miscellaneous Payment Enrollment Form, Dec 1990
- J.1.10 Contract Security Classification Specification (DD Form 254) [paper document issued with Transmittal letter]
- J.1.11 Contractor Accreditation Worksheet, April 2007
- J.1.12 Material Product Substitution Form, April 2005
- J.1.13 SPOT Contractor Company Workbook, October 2009

**J.2 STANDARD DESIGN REQUIREMENTS DOCUMENTS**

Selected standard design requirements have companion, project-specific requirements; see Section J.3.

- J.2.1 OBO International Codes Supplement (OBO-ICS)
- J.2.2 Not Used
- J.2.3 Not Used
- J.2.4 Not Used
- J.2.5 Technical Security Systems (TSS) Requirements
- J.2.6 Commercial Products Data
- J.2.6.1 DOS Certified FE/BR Products, March 2011, *Unclassified*

**J.3 PROJECT-SPECIFIC REQUIREMENTS DOCUMENTS**

- J.3.6 Section B Pricing Format  
(Other Project Specific Documents will be provided with individual Task Orders.)